Gc
929.2
C67227c
1909848

M. L.

REYNOLDS HISTORICAL
GENEALOGY COLLECTION

ALLEN COUNTY PUBLIC LIBRARY
3 1833 01219 9383

Colclough Family

Attempt of Patrick Sarsfield Colclough
to prove ownership of property
and heir to the title of Sir Vesey Colclough, 1863

Dublin, Ireland
1863

Glascott

1909848

See page 86 for description of Tintern Abbey
Given to Forstall for Easter 1936.
Henry Vesey Colclough married
Catherine Forstall of Edinburgh, Scotland.
They were the parents of Pauline Forstall
Adams and Grandparents of
Captain [illegible]

CS
71
.C687
1879

COLCLOUGH Family

[Attempt of Patrick Sarsfield Colclough to prove ownership of property and heir to the title of Sir Vesey Colclough, 1803.] [Dublin, 1803]
148 p. charts(fold.) 27 cm.

60352

1.Colclough family of Wexford, Ireland.
2.Colclough, Patrick Sarsfield.
3.Tintern Abbey, Wexford, Ireland.

Sir Ed
and Pa
were

Coldeborough

Patrick Coldebough = Katharine Bagenal
of
Dysert Hall.

Sir W. Dudley = Mary Barnwall — Adam.
of
Any Hall.

Frances
Dr of B

Henry — Dudley — Two Daughters

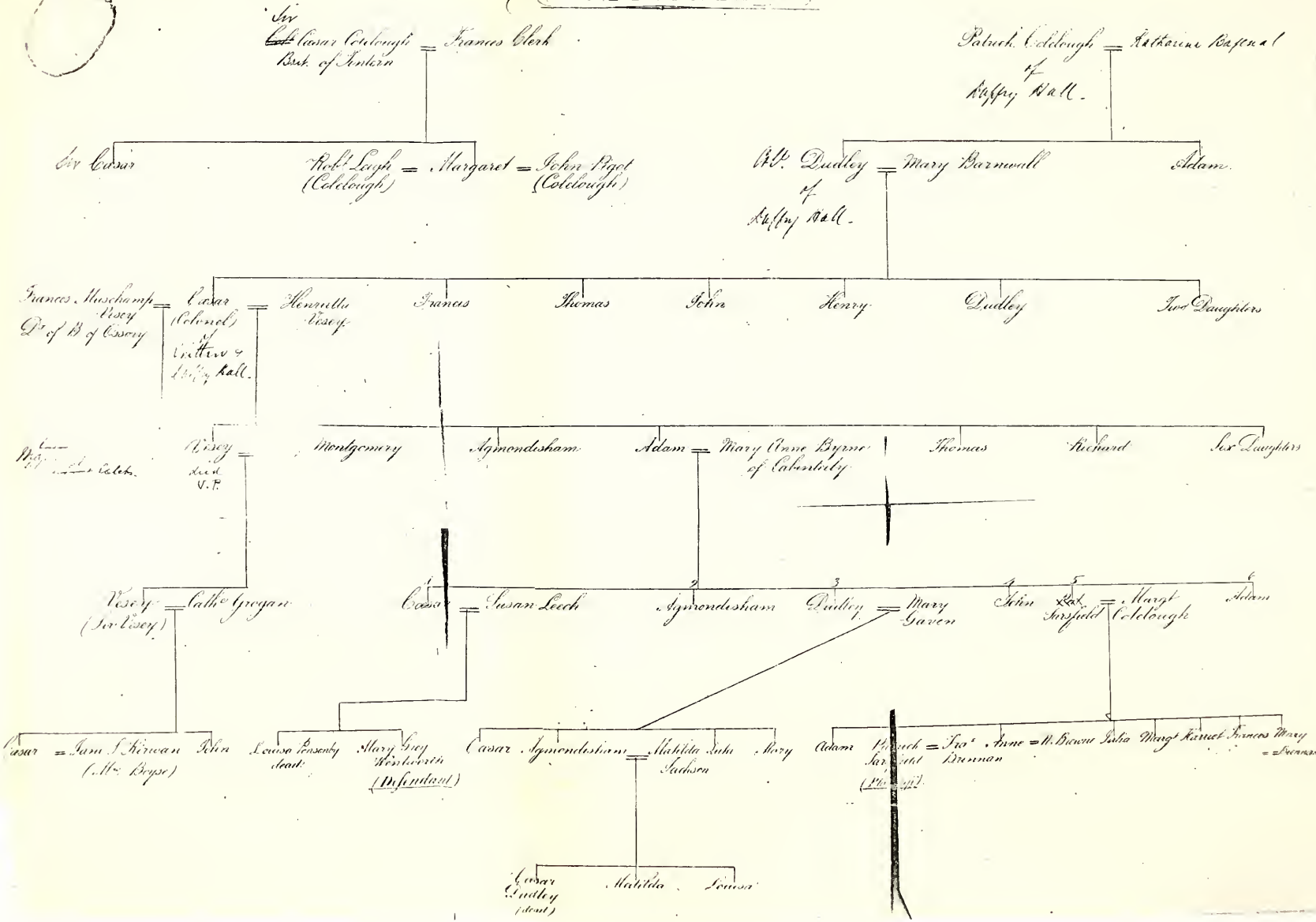
Anne Byrne
Cabintely — Thomas — Richard — Six Daughters

3 Dudley = Mary Gaven — 4 John — 5 Rat Inesfield = Margt Coldebough — 6 Adam

Sir Cæsar Colclough & the elder and Patrick of Duffry Hall were first cousins — 1840 c.

Assignees Colclough v. Colclough

PEDIGREE



S. M. Glassett.
B.M.L. from
B.M.L. Colclough.
June 1879.

(P.C.) COLCLOUGH v. COLCLOUGH. (S.C. of Ireland)

INDEX.

Nature of Document.	Documents.	Date.	Page in Case.	Page in Appendix to this Case.	Page in separate Brief.
Pleadings.	Writ of Summons and Plaint in Ejectment, - -	17th, June, 1862, -		1	
	Defendants' Plea, - -	26th November, 1862, -		2	
	Issue, - -			3	
Deeds, Recoveries, &c.	Lease, - -	5th October, 1551, -		3	
	Lease, - -	10th February, 1569, -		4	
	Patent (18th Elizabeth), -	27th August, 1576, -		5	
	Grant by Earl Pembroke, -	5th February, 1552, -		8	
	Fine by Sir Thomas Colclough,	Michaelmas Term, 1613, -		9	
	Patent (Charles I.), -	19th June, 1626, -		10	
	Settlement, - -	10th March, 1719, -		12	
	Recovery, - -	Easter Term, 1744, -		27	
	Fine, - -	Easter Term, 1744, -		31	
	Memorial, Articles of Agreement,	23rd April, 1744, -		34	
	Act of Parliament, - -	4th April, 1746, -		35	
	Recovery, - -	Trinity Term, 1767, -		42	
	Settlement, - -	13th June, 1767, -		44	
	Writ of Entry, - -	13th July, 1807, -		65	
	Recovery, - -	Michaelmas Term, 1807, -		67	
	Commission, - -	13th July, 1807, -		71	
	Deed, - -	14th September, 1807, -		74	
	Warrant of Attorney, -	14th September, 1807, -		78	
	Affidavits as to Warrant, -	30th October, 1807, -		81	
	Deed, -	2nd November, 1818, -		81	
	Recovery (59th Geo. III.), -	12th February, 1818, -		86	
Wills.	Will of Adam Colclough, -	17th November, 1793, -	21		
	Will of Sir Vesey Colclough, -	12th June, 1794, -		62	
	Will of Chief Justice Cæsar (1st)	2nd September, 1806, -		90	
	" " (2nd)			91	
	" " (3rd)	17th November, 1818, -		92	
	Will of Cæsar of Tintern, -	8th July, 1824, -	24		
	Will of Lady Colclough, -	17th August, 1832, -	25		
	Will of Agmondisham Vesey Colclough, - -	1st October, 1840, -		117	
Registries.	Baptismal Certificate of Defendant, - -	9th July, 1811, -		95	
	Photograph Copy of Register, -			97, 98	
	Certificate of Chief Justice as Member of Middle Temple, -	11th February, 1783, -		124	

Nature of Document.	Document.	Date.	Page in Case.	Page in Appendix to this Case.	Page in separate Brief
	Inscription on coffin of Chief Justice,	11th February, 1822,		124	
	Certificate of decease of same,	11th February, 1822,		125	
	Translation,	11th February, 1822,		125	
	Memorial of Lease,	28th February, 1784,	18		
	" "	28th November, 1780,	19		
	" "	1781,	19		
[IMPORTANT.]	" Lease from Rowe,	1788,		125	
	" of settlement of Sarsfield Colclough,	3rd July, 1792,	19		
	Memorial of settlement of Dudley Colclough,	27th February, 1802,	20		
Depositions.	Sarsfield Colclough,	1851,			8, 9
	Richard A. Kidd,	1851,			32
	Theophilus Stewart,	1863,		105	
	Mrs. Butler,	1863,		135	
	Mrs. Browne,	1864,			
Bills in Chancery and Decrees.	Bill by Sarsfield Colclough,	12th December, 1842,		119	
	Decree—Rossborough *v.* Boyse,	10th November, 1857,		120	
Affidavits.	Affidavit of Sir Vesey Colclough,	31st December, 1773,		122	
	" of plaintiff as to temporary bars,	17th February, 1863,		123	
Letters.	Cæsar Colclough (Tintern) to Goff,	8th August, 1816,	25		153
	Same to Mrs. Dudley Colclough,	21st August, 1816,	25		148
	Same to Rev. Dudley Colclough,	16th November, 1817,	25		148
	Same to same,	14th March, 1820,	26		150
	Same to same,	25 September, 1817,	26		159
	Cæsar Colclough (Tintern) to Sarsfield Colclough,	8th March, 1822,	26		164
	Same to Chief Justice,	4th November, 1816,	26		155
	Chief Justice to Cæsar Colclough (Tintern),	25th March, 1816,	26		179
	Same to same,	30th April, 1816,	27		180
	Same to same,	28th May, 1816,	27		181
	Same to same,	11th February, 1816,	27		175
	Same to same,	4th March, 1816,	28		175
	Same to same,	11th February, 1818,	28		176
	Same to same,	3rd March, 1816,	28		177
	Same to same,	28th May 1816,	28		182
	Same to same,	28th May, 1816,	29		183
	Same to same,	29th May, 1816,	29		183
	Same to same,	28th May, 1816,	29		182
	Same to same,	28th November, 1816	29		184
	Same to same,	29th December, 1816,	30		186
	Same to same,	8th February, 1817,	30		188
	Same to same,	25th April, 1817,	30		188
	Same to same,	5th May, 1817,	30		189
	Same to same,	2nd June, 1817,	31		189
	Same to same,	6th July, 1817,	31		191
	Same to same,	4th November, 1817,	31		193
	Same to same,	10th January, 1818,	31		193

Nature of Document.	Document.	Date.	Page in Case.	Page in Appendix to this Case.	Page in separate Brief.
Letters.	Same to same, - -	2nd February, 1818, -	32		231
	Same to same, - -	18th April, 1818, -	32		194
	Same to same, - -	4th May, 1818, -	33		196
	Same to same, - -	20th May, 1818, -	33		198
	Same to same, - -	15th August, 1818, -	33		199
	Same to same, - -	5th September, 1818, -	33		200
	Same to same, - -	10th February, 1818, -	35		201
	Same to same, - -	22nd February, 1819, -	33		202
	Same to same, - -	19th May, 1819, -	33		203
	Same to same, - -	25th July, 1820, -	33		204
	Same to Sarsfield, - -	27th December, 1816, -	30		187
	Mrs. Susan Colclough to Cæsar Colclough (Tintern), -	29th July, 1822, -	33		204
	Sarsfield Colclough to Chief Justice, - -	4th March, 1819, -	35		231
	Same to Mrs. Susan Colclough,	2nd September, 1822, -	40		
	Same to same, - -	February, 1848, -	40		
	Same to his own Daughtors, -	17th August, 1849, -	42		
	Same to Defendant, -	6th November, 1851, -	42		
	Same to same, - -	28th May, 1854, -	42		
	Same to same, - -	8th June, 1855, -	43		
	Same to same, - -	24th June, 1854, -	43		
	Same to same, - -	20th June, 1854, -	44		
	Same to same, - -	24th June, 1854, -	44		
	Rev. Dudley Colclough to Chief Justice, - -	4th May, 1818, -	33		196
	Same to same, - -	2nd April, 1819, -	35		232
	Same to Mrs. Susan Colclough,	14th October, 1823, -	35		233
	Same to same, - -	28th February, 1824, -	35		233
	Same to same, - -	25th February, 1825, -	36		233
	Same to same, - -	17th August, 1826, -	36		234
	Same to same, - -	31st August, 1823, -	37		240
	Cæsar Dudley Colclough to Mrs. Susan Colclough, - -	4th November, 1828, -	36		234
	Same to same, - -	15th November, 1828, -	36		234
	Agmondisham V. Colclough to same, - -	...	37		235
[IMPORTANT.]	Same to Defendant, -	26th September, 1840, -	37		248
	Plaintiff to Defendant, -	4th December, 1848, -	46		
	Same to same, - -	E 1850, -	47		
	Same to same, - -	F 1851, -	48		
	Same to same, - -	H -	48		
	Same to same, - -	20th February, 1849, -	49		
	Same to same, - -	16th March, 1849, -	49		
	Same to same, - -	20th April, 1849, -	49		
	Same to same, - -	2nd May, 1849, -	49		
	Same to same, - -	12th July, 1849, -	50		
	Same to same, - -	27th July, 1849,	50		
	Same to same, - -	5th June, 1850, -	50		
	Same to same, - -	1st October, 1850, -	50		
	Same to same, - -	14th June, 1851, -	50		
	Same to same, - -	14th April, 1852, -	52		
	Same to same, - -	J July, 1853, -	53		
	Same to same, - -	27th July, 1853, -	53		
	Same to Mrs Susan Colclough,	1849, -	47		
	Same to Powell, - -	17th January, 1851, -	52		
	Plaintiff's wife and daughter to Defendant, - -	C 1849, -	47		
	Same to same, - -	G 1850, -	48		

Nature of Document.	Document.	Date.	Page in Case.	Page in Appendix to this Case.	Page in Separate Brief.
[IMPORTANT.]	From Plaintiff's wife to defendant,	7th November, 1851, -	51		
	Duke of Kent to Chief Justice, -	15th March, 1817, -		128	
	Same to same, - -	5th April, 1817, -		129	
	Lady Wentworth to Mrs. Colclough, - -	22nd September, 1817 -		130	
	Lady Ponsonby to Chief Justice,	Not dated, -		131	
	Same to same, - -	4th September, 1806, -		132	
	Same to same, - -	2nd March, 1807, -		133	
	Same to same, - -	Not dated, -		134	
	Extract from answer of Cæsar Colclough in Colclough *v.* Colclough, - -	2nd October, 1833, -		141	
Miscellaneous.	Memorandum by Defendant as to Sarsfield's proposition -	19th March, 1843, -	41		
	Observation by Sarsfield on answers of Mrs. Boyse, -	1849, -	47		
	Extract from Diary of Henry Colclough, - -	About 1817, -	55	139	
	Epitome of Oral Evidence, -	1863, -	56		
	Counsel's direction for proofs, -	1st February, 1864, -	59		
	Proposed proofs by defendant, -	1864, -	65		
	Personal evidence, - -	1864, -	68		

Exchequer.

A WEXFORD ASSIZES, 1863.

BRIEF ON BEHALF OF DEFENDANTS.

B STATEMENT OF DEFENDANTS' CASE PREPARED FOR ADVISING PROOFS.

C Patrick Sarsfield Colclough, Esquire, Felix Fitzpatrick, Michael Murphy and Charles Henry James, Official Assignees of the Court of Bankruptcy and Insolvency in Ireland, which said Felix Fitzpatrick, Michael Murphy and Charles Henry James, are Assignees of Patrick Sarsfield Colclough,

D *Plaintiffs;*

E John Thomas Rossborough, calling himself John Thomas Rossborough Colclough, and Mary Grey Wentworth Rossborough Colclough, and others,

F *Defendants.*

County of Wexford.

Statement of Defendant's Case.

THIS is an action of ejectment on the title brought by the plaintiff, Patrick Sarsfield Colclough, who has been discharged as an insolvent, in the name of himself and his assignees, to recover possession of the Tintern estate, the property of the defendants.

Four writs of summons and plaint in ejectment have issued, at suit of the plaintiffs against the defendants, one to recover the manor, house, and demesne, of Tintern abbey; the second to recover the general lands forming the Tintern estate, situate in the county Wexford; the third to recover that portion of the estate situate in Carlow; the fourth to recover the

G lands of Ballydorough, in the county of Wexford, of which the defendants are not in possession; but in the first instance the plaintiffs are only to try one of these actions as to the lands comprised in the summons and plaint,

H (Ap. No. 1, p. 1).

Statement of Defendants' Case.

Although the official assignees are co-plaintiffs, these actions have been brought not merely without their consent, but against their strong remonstrances, and as they and their advisers are satisfied the other plaintiffs have no title, and that the proceedings have been instituted for a purpose not *bona fide*. A

B

The plaintiff, Patrick Sarsfield Colclough, is the heir male of the late Cæsar Colclough, of Tintern abbey, and of the late Sir Vesey Colclough. who was father of Cæsar; and the defendant, Mrs. Rossborough Colclough, is the heiress-at-law of same parties, and as such heiress-at-law of said Cæsar Colclough and of Sir Vesey Colclough, and also as heiress-at-law of her father, Chief Justice Cæsar Colclough, who was devisee of Sir Vesey Colclough, as hereafter mentioned, is in possession of and claims to be owner of the estates in question. The plaintiff, Patrick Sarsfield Colclough, and defendant, Mary Grey Wentworth Rossborough Colclough, are respectively the heir male and heiress-at-law of Adam Colclough, formerly of Duffrey Hall, who was the common ancestor of both. C D

The defendants have no certain knowledge of the grounds on which the plaintiff rests his claim; but it is believed the plaintiff will allege that he is entitled to recover on two grounds—1st. That as heir male, even though not heir-at-law, he is entitled, under the limitations, in a settlement dated in 1719, though these limitations were long since barred. 2nd. That if not entitled on that ground, he is entitled to recover as heir-at-law, falsely alleging that Mrs. Rossborough Colclough is not the legitimate child of her father and mother, and even if she be, that she is not heiress-at-law of the Colclough family, as her father, the Chief Justice, was (as alleged) himself illegitimate, an allegation which is of a most important character, and which will be disproved so soon as made; and in passing, it may be stated that even if defendant, Mrs. Rossborough Colclough, be not heiress-at-law, the plaintiff would not, on that ground, be entitled to recover, as failing her and her issue, the heiress-at-law would be Miss Matilda Colclough, and not the plaintiff, the said Matilda being the grand-daughter of Dudly E F G H

Statement of Defendant's Case,

A Colclough, the next brother of the Chief Justice, and next in priority, but to oust her claim the plaintiff also alleges that her grandfather was *also* illegitimate.

There is no reasonable doubt but that the plaintiff has instituted B these proceedings to extort money from defendants; nevertheless, it being incumbent on defendants to defend their title, they state that title as follows—First, referring counsel to the annexed pedigree, which can be proved.

C

TITLE.

By indenture of this date, Cæsar Colclough, of Mocorry, and Margaret Pigot Colclough of Tintern (the said Margaret being then seized in D in her own right in fee simple), settled the Tintern Abbey and other estates, to the use of said Cæsar (her cousin) for life, with remainder to his sons successively in tail male, with remainders over.*

1719—March 10th.

Appendix No. 5, p. 12.

E In 1744 Vesey Colclough, who was then the eldest surviving son of Cæsar, and heir under the entail, attained his age of twenty-one years, and on date in margin, he entered into articles with his father whereby they agreed to settle the estates for the purpose of raising money for the purposes therein F mentioned, and for that purpose to levy fines and suffer recoveries, and in case Vesey should marry a wife with a fortune of £10,000 or £12,000, the father and son were to enjoy the disentailed estates in equal moieties.

1744—April 23rd

See recital in Act of Parliament of 1746.

G [The defendants have not got these articles or any copy, but a full memorial of same was registered on 14th July, 1744, in B. 116, P. 51, No. 79,391].

Copy Memorial.

Appendix 8, p. 34.

H Cæsar Colclough, and Vesey, his son, suffered a common recovery of the estates in which Cæsar Colclough was vouched, and he vouched over Vesey,

Easter Term 17 Geo. II., 1744.

* (Note)—There was a term of 200 years created by this deed which is still subsisting. See App. p. 22 (B), 24 (D), 25 (E and F).

Statement of Defendant's Case.

who vouched the common vouchee; but it does not appear that there was any deed expressly declaring the uses of this recovery. A

Exemplification of this Recovery. Appendix 6, p. 27.

Copy Fine. Appendix 7, p. 31.

1744—Jan. 17.

[See Recital in Act of Parliament of 1746]. Appendix, 9 p 37.

Vesey Colclough shortly afterwards married without the sanction of his father, and a fresh arrangement was entered into, and by articles of this date, B
Cæsar and Vesey agreed that Cæsar should give Vesey a present maintenance of £400 a-year, and that Vesey should have power to raise £2,000 for his own use, and to charge the estates with £3,000 for his younger children's portions, and to jointure his wife; they also agreed that £7,000 should be raised for Cæsar's C
younger children, and that Vesey should join Cæsar in raising £2,000 for Cæsar's own use, and that on the perfection of proper modes for carrying out this arrangement, all former articles should be cancelled; but before any settlement was executed Vesey died intestate, leaving his wife enciente, who was in due time D
delivered of a son, afterwards named Vesey.

[These articles are not registered, and defendants have not got them, or any copy.]

19 Geo. II.—1746.

Appendix 9, p 36.

An Act of Parliament was passed, whereby, after reciting the above E
incumbrances, it was enacted that the estates should be vested in Lyons and Bridges, as trustees, to raise by sale or mortgage the sums mentioned in the last articles, and subject to such sales or mortgages, to hold the unsold or mortgaged estates to the use of Cæsar for life, and after his decease, to the F
use of such person or persons, for such estates, trusts, and interests "as he "or they, are now entitled unto, freed and discharged from any provision "heretofore made or intended to be made for the younger children of said "Cæsar, by said settlement articles, or any other deed." G

In pursuance of this Act, the trustees sold some parts of the estates, and mortgaged others, but it is not necessary to give these particulars. It is, however, submitted, that under the recovery of Easter Term, 1744, with H

no other use declared of it than the somewhat ambiguous one in the above Act of Parliament, the limitation created by the settlement of 1719 was well barred, and Vesey Colclough, afterwards known as Sir Vesey (the son of Vesey and the grandson of Cæsar), became tenant in fee-simple of the estates left unsold, or only mortgaged by the trustees under the powers in the Act.

1767—June 13th.

Appendix 11, p. 44.

By post nuptial settlement of this date, Vesey Colclough (the son of Vesey) settled the estates, to the use of himself for life, remainder to the use of Cæsar Colclough (Vesey's eldest son) in tail male, remainder to the use of settlor's second and other sons successively in tail male, remainder to the use of settlor, and his heirs in fee. And by bargain and sale, enrolled of even date, Vesey Colclough and the mortgagees, and other persons interested in parts of the estate, conveyed same to Carroll, to make him tenant of the freehold, &c., and on date in margin a common recovery was suffered, in which Thomas Colclough was demandant, John Carroll, tenant, and Vesey Colclough, of Tintern Abbey, Esquire, grandson and heir-in-law of Cæsar Colclough, late of Mocorry, Esquire, deceased, was vouchee, and he vouched over the common vouchee.

Trinity Term.

7 Geo. III. Recovery.

Appendix 10, p. 42.

And it is submitted that this recovery effectually barred the entail created in 1719, even if the recovery of 1744 and subsequent Act of Parliament had not done so.

Vesey Colclough, known as Sir Vesey, the settlor, had two sons, Cæsar, late of Tintern Abbey, who died 23rd August, 1842, and John, who was killed in a duel in 1807, both dying without issue; and Vesey Colclough fearing that he might die without issue, devised the estates in that event unto his cousin, Cæsar Colclough, Esquire (commonly called the Chief Justice), and the heirs of his body, he recommending him to continue the estates in the male line of the family.

1794—June, 12th.

Appendix 12, p. 62.

Statement of Defendant's Case

[The attention of Counsel is here called, in passing, to the declaration by Sir Vesey in that will, that the Chief Justice was his "cousin."] A

1807—September 14.

Appendix 16, p. 74.

But by indenture of this date, said Cæsar Colclough (Vesey's eldest son and then tenant in tail in possession, his father having died in 1798), B conveyed the estates to Peter Burrowes, to make him tenant of the freehold, &c., for the purpose of suffering a common recovery, which it was declared should enure to the use of Cæsar himself in fee-simple, and a recovery of this date was suffered, in which James Charles Martin was demandant, Peter Burrowes was tenant, and Cæsar Colclough was vouchee, and vouched over the common vouchee. C

Recovery. Michaelmas Term. 48 Geo. III.

Appendix 14, p. 67.

1807—September 14.

Appendix 14, p. 67.

At the date of this recovery (1807), Cæsar Colclough was a D prisoner of war in France, and the recovery deed, bearing date day in margin, was executed by him on the continent, in the presence of three witnesses, two of whom saw the deed executed by Burrowes and Martin, and the deed was duly registered in Dublin shortly afterwards. There always has been however, and E there still is, an impression in the collateral members of the family, that either from the deed being executed abroad or from some other cause, the entail was not well barred by the deed of recovery. Cæsar Colclough having been then

Appendix 15 (p. 71), 17 (p. 78), 18 (p 80)

abroad, the commission, warrant of attorney, and affidavit of execution of F warrant by Cæsar Colclough were duly perfected.

In 1818, said Cæsar Colclough having recovered, by proceedings in Chancery, a grant of the original estate which had been improperly disposed G of, under the Act of Parliament, and being about to marry.

1818—November 2nd.

Appendix 19, p. 81.

By indenture of this date (executed in England by all parties), Cæsar Colclough conveyed all the Tintern estate (including the newly acquired H portion), to the same Peter Burrowes, to make him tenant of the freehold, &c.,

Statement of Defendant's Case.

for the purpose of suffering another recovery, which it was declared to enure, to the use of the said Cæsar Colclough, in fee-simple.

1818. Michaelmas Term, 59 Geo III.

Appendix 20, p. 86.

A common recovery was again suffered, in which said James Charles Martin was demandant, Peter Burrowes tenant, and said Cæsar Colclough was again vouchee, and he vouched over the common vouchee,

1818—November 30.

This Deed is not printed in Appendix.

By deed of this date Cæsar Colclough, in consideration of his intended wife's marriage portion, conveyed part of the Tintern estate to trustees for the purpose of securing a legal rent charge of £500 a-year to his wife in lieu of dower, with the usual term of years in a trustee for securing same; Cæsar Colclough having thus twice barred all entails in the estate, made his will in 1842, devising all his property to his wife absolutely, but which will was set aside for undue influence, and he was declared to have died intestate, and by consent entered into between his widow as such alleged devisee and the defendant, Mrs. Rossborough Colclough, as his heiress-at-law, a decree was made by the Court of Chancery in Ireland to that effect, under these circumstances Mrs, Rossborough Colclough recently claimed and obtained possession of the estates. First—As heiress-at-law of the last-named Cæsar Colclough, and secondly, (failing the recoveries of 1807 and 1818) as only surviving child and heiress in tail of Cæsar, the Chief Justice who, as above stated, was devisee in tail general, under the will of Vesey (called Sir Vesey Colclough), the settlor of 1767, in the event of Sir Vesey's two sons, Cæsar and John, dying without issue male, but after a lapse of nineteen years and eleven months from the death of Cæsar Colclough, another claimant has sprung up in the person of the plaintiff, Mr. Patrick Sarsfield Colclough, who is understood to claim the estates as next heir in tail male (after the death of Cæsar) under the entail created by the settlement of 10th March, 1719, alleging that all the reversions are defective, and that consequently the original entail has never been properly barred, or in the event of the

Statement of Defendant's Case.

recoveries being held good, then that the Chief Justice Cæsar, and Rev. Dudley Colclough were both illegitimate, and that Mrs. Rossborough Colclough is also illegitimate, and cannot therefore inherit as heir of the late Cæsar Colclough. Why the several recoveries are alleged to be defective defendants do not learn; the exemplification of the recovery of 1744, and that of 1818, can be produced, and office copies of the recoveries of 1767 and 1807 (the exemplifications not being found), and neither the recoveries nor the deeds making the tenant to the precipe appear to be defective in any particular. Copies of all these recoveries are therefore printed herewith in the appendix, in order that counsel may give particular attention to them; copy of the family pedigree is also annexed, which shows upon whom the estates have, as it is believed, devolved from time to time under the operation of the documents referred to, and defendants feel confident that upon this point the title of Mr. and Mrs. Rossborough Colclough is unimpeachable.

A B C D

The only other questions which appear to defendants can be raised by the claimant are Mrs. Rossborough Colclough's legitimacy, and that of her father. First, as to legitimacy of defendant. Upon this point Mr. and Mrs. Colclough, as plaintiffs in the suit with Mrs. Boyse, the widow of Cæsar Colclough, of Tintern, did not give any evidence as to the solemnization of the marriage of Mrs. Colclough's father and mother, as any question was not raised as to it until long *after the death* of Mrs. Colclough's mother, but gave general evidence as to the defendant's legitimacy, and that she was heiress at law of her father. In consequence of the death of defendant's mother, before any question as to her marriage was raised, defendants never inquired in her lifetime where she was married, and are unable to prove where the ceremony took place; but by an entry in a pocket book of defendant's mother (now lost), a copy of which was made several years ago by defendant, it is stated she was married on 27th October, 1804, by Rev. Thomas O'Meara, a connexion of the family. Mrs. Colclough was Susan Leach, daughter of James Leach, Esq., of St. James',

E F G H

Statement of Defendants' Case

A Westminster, and (it is believed) a connexion of Sir John Leach, formerly Master of the Rolls in England. The defendants' searched all the registers they could in London, and made every practicable enquiry, but were unable to obtain actual proof of the marriage, although there is not the slightest pretence for saying the B parties were not married. Since the proceedings in this cause commenced, defendant's solicitors have ascertained from a lady in Prince Edward's Island that Chief Justice Colclough gave instructions to Mr. Cambridge, a merchant there, proceeding to London, to procure a certificate of his marriage, stating his chil- C dren might one day succeed to a large property, when it might be necessary to have it. Mr. Stewart, a gentleman now in Ireland, knew that merchant, and is aware, from the reputation of his family, that he was drowned on his return voyage, but the defendants are not in a position to prove this statement, owing D to the lateness of the period when they received this information.

On the first trial of the issue, between the plaintiffs in that suit and Mrs. Boyse, the question of Mrs. Colclough's legitimacy was not raised, E nor was illegitimacy alleged even in the most remote manner; but on the contrary, on the hearing of the cause in Chancery, the alleged devisee, Mrs. Boyse, admitting that Mrs. Rossborough Colclough was heiress-at-law, asked for an issue *devisavit vel non*, instead of leaving Mrs. Rossborough Colclough to F bring her ejectment, in which case she would have been obliged to prove, and was prepared to prove, as she in fact did prove, her legitimacy, but on the court ordering a new trial, it was understood that Mrs. Boyse would seek to put Mrs. Rossborough Colclough upon such proof, at the instance, and on the sug- G gestion of the claimant, said Patrick Sarsfield Colclough, who during the first trial gave every assistance to Mrs. Rossborough Colclough in proving and establishing her case, but who on being refused payment by her of a large sum of money, which he claimed, to discharge his debts, acted falsely to her, betrayed H the confidence and trust reposed in him, and was bought over by Mrs. Boyse, the opponent of Mrs. Rossborough Colclough.

[See Plaintiffs' Letters to Defendants.] *Post*, p. 46 to p. 54.

[For this transaction see Instructions for Examination of Defendants, *post*, p .]

Statement of Defendants' Case.

The defendant's solicitors (in that issue) therefore obtained all the presumptive proof of the marriage of the Chief Justice, which the distance of time and the deaths of the parties allowed them, and were in a position to prove that Mrs. Rossborough Colclough was heiress-at-law had not Mrs. Boyse abandoned her case before Mrs. Rossborough Colclough's evidence was given.

See certificate, App. p. 124.

Cæsar Colclough (the Chief Justice) was a barrister-at-law, of the Temple, London, and having been appointed Chief Justice of Prince Edward's Island, he went there with his wife, about the year 1806, and remained about six years, when he was appointed Chief Justice of Newfoundland.

He was married to his wife before he left England, by Rev. Thomas O'Meara, a relative of his family, on 27th October, 1804, as already stated (on the anniversary of which day both of her children were afterwards christened), and resided in London for two years after his marriage and before his departure. Mrs. Colclough was a member of a most respectable family from Huntingdonshire, she was the youngest child, her mother having died in child-birth. She had one maiden sister, who was on a visit with them in London, previous to their departure for Canada, and who then returned to her native place, where she died recently at a very advanced age. The Chief Justice and his wife were attached personal friends of the late Duke of Kent, to whom he was indebted for his appointment.

See letters from Duke of Kent and Lord Ponsonby [App. p. 127].

Post page.

The first document we find approaching the form of a registry, public or private, is a statement, copied in the year 1843, by defendant, Mrs. Rossborough Colclough, from an entry in a pocket-book of her mother.

Certificate. Former Brief, p. 239. and App. p. 95.

The next documents relate to the baptism of the children—viz., certificate of the baptism of Louisa Ponsonby, who is therein described as "daughter of the Hon. Cæsar Colclough, late Chief Justice of Prince Edward's "Island, &c., and of Susan Leach, his wife, born 13th July, 1809, and "baptized 27th October following." Also a certificate by the same clergyman, of

the baptism of Mary Grey Wentworth (the present Mrs. Rossborough Colclough), who is also described as "daughter of the Hon. Cæsar Colclough, late Chief "Justice, &c., born 9th July, 1811, and baptized in October following."

Statement of Defendants' Case.

[Steps have been taken, by sending a gentleman to Prince Edward's Island, to supply formal proof of this, if possible.]

Since this case was prepared this evidence has been obtained. See depositions of Mr. Stewart and evidence of Wm. Kernaghan, *post*, p. 95, 105.

Then we have a copy of an address from the council of Prince Edward's Island to the Chief Justice, who was just promoted to Newfoundland, in which address the council allude to his "amiable lady and family," but it is feared this cannot be made evidence. And in reply the Chief Justice alludes particularly to the notice taken of himself and his family, as more gratifying to him than the testimony to his public character. Then the same thing takes place between the Chief Justice and the Grand Jury of Charlottetown, and a similar allusion is made to "the family." We have also numerous letters which passed between different members of the family, in all of which some allusion is made to the Chief Justice's *wife and children*, which it is against the rules of society to make, where there is any doubt or suspicion that the parties have not been legally married. These letters were chiefly found by Captain Beauchamp Colclough in locked presses in Tintern Abbey, upon taking possession of the Abbey after the trial and verdict in defendant's favour, who handed them to defendants. From these letters we select the extracts which will be found printed at the end of this case, p. 27, the remainder of the letters being principally upon business or family affairs.

Separate Brief. [App. page 236.]

We trust that these letters and other documents will be available in evidence between the present litigants, and that they, coupled with the other evidence in the Appendix, undeniably prove not only the legitimacy of Chief Justice Cæsar and Rev. Dudley Colclough, but also the marriage of Miss Susan Leach and the Chief Justice, and that she was accepted and treated by the family as the lawful wife of Cæsar Colclough, the Chief Justice, and also that Mrs.

Statement of Defendants' Case

Rossborough Colclough (formerly Mary Grey Wentworth Colclough), was their legitimate daughter. A

In the suit in Chancery, instituted by Mr. and Mrs. Rossborough Colclough in 1849, to set aside the will of Cæsar Colclough, of Tintern, Patrick Sarsfield Colclough, then of the Isle of Man (the father of the claimant), and aged eighty years and upwards, was examined upon interrogatories before the examiner, and proved, according to his own knowledge and the reputation of the family, the entire pedigree, from the common ancestor of plaintiff and defendant (as herewith sent), and amongst other things he swore "that the Chief "Justice was his elder brother, that he died in 1822 or 1823, that he left lawful "issue two daughters—viz., Louisa and Mary Grey Wentworth, that he did not "leave any male issue, that Louisa died unmarried about 1835, that Mary "intermarried with John Thomas Rossborough, and was then the only surviving "child and heiress-at-law of Cæsar, the Chief Justice, and that Mary Grey "Wentworth being the surviving issue of Cæsar Colclough (his brother), was the "heiress-at-law of Cæsar Colclough the alleged testator." Richard A. Kidd, then aged sixty years and upwards, and who was related to the family by marriage, and agent of the estates for upwards of thirty years, also proved before the examiner, "that Cæsar, the Chief Justice, only left two children, Louisa, and Mary "Grey Wentworth, and that Mary Grey Wentworth (then Mrs. Rossborough), was "the only surviving child and heiress-at-law of the Chief Justice." After the lapse of time since the trial and bearing in mind that Patrick Sarsfield Colclough (the son of Sarsfield Colclough), is now claiming the estates of Tintern Abbey, we cannot expect any assistance from his immediate family, save from his sister, Mrs. Browne, and her four children (all of whom are grown up), and plaintiff's two unmarried sisters, who, repudiating in the strongest terms the false allegations of this Mr. Patrick Sarsfield Colclough, will prove, according to the reputation of the family, that Susan Colclough was the lawful wife of her husband, and that Mrs. Rossborough is heiress-at-law, and that such was always admitted, even by

Separate brief, p. 10.

Separate brief, p. 32.

B C D E F G H

Statement of Defendants' Case.

See Sarsfield's Letters *post*, pp. 43.

this claimant, until the time and for the reasons aforesaid, when, for the first time, he alleged the contrary, and did all in his power to prevail on his father (now deceased), and the other members of the family, to concur in that allegation, which they indignantly refused to do, and thenceforth they ceased all intercourse with the claimant and his children.

Mrs. Rossborough Colclough's mother died on 4th November, 1851, but as already stated no question of heirship was raised in her lifetime, she was never asked to prove her marriage, or state where she was married; and considering the excited state of mind which both Mr. and Mrs. Colclough have been put into by the several proceedings, it would (subject to counsel's better judgment), be highly inexpedient to put either of them into the witness box. If the present claimant will not admit the reputed legitimacy of Mrs. Rossborough Colclough, but on the contrary swears he has serious doubts on the point, he will have to explain the sources from which these doubts arose, and when they came to his knowledge, as on the trial in 1852 he stood by and allowed his father to prove these facts without offering the slightest opposition, and not only so, but there will be found, at the end of this case, a series of letters from him, written to defendant's mother, whom he calls his "aunt," and to defendant herself, whom he calls his "cousin." It it stated, however, that the plaintiff intends to put on the table a clergyman who married the Chief Justice and Mrs. Colclough, after the birth of their children, in Prince Edward's Island, a proceeding which would be quite inconsistent with the acts of their previous life in the island, and before they went there; and it is submitted that the baptismal certificates before referred to, and the three wills of the Chief Justice (App. p. 90, 95), together with the mass of other declaratory evidence, verbal and written, printed at the end of this case, commencing at p. 27, and also in the Appendix hereto, will be received as principal proof by declaration in support of defendant's case. With reference to this question of legitimacy, it should also be stated, that even if Mrs. Rossborough Colclough were not legitimate, the claimant, Patrick Sarsfield, would not be heir-at-law, unless

Post, p. 46.

Statement to Defendants' Case

plaintiff succeed in proving the Chief Justice and Dudley Colclough also to be illegitimate, as Matilda Colclough, the daughter of Agmondisham Vesey Colclough, the writer of the letter dated 26th September, 1840, would be heiress-at-law, and thus the case of the claimant would not be advanced. To meet that difficulty in his way, his wife, in her lifetime recently alleged, and in which allegation the claimant concurred, that he, the claimant, was himself sprung from an illegitimate source, as Adam Colclough, the common ancestor of Mrs. Rossborough Colclough of the claimant, and of said Matilda Colclough was illegitimate, and hence that Richard,X his next younger brother, was heir-at-law, and that the wife of the claimant was the heiress-at-law of that Richard, that under such circumstances the claimant could not claim the estates as heir-at-law, but nevertheless he was entitled to them in right of his wife, and with reference to this allegation (which was never previously heard of in the family), counsel will not fail to observe, it would destroy the claimants supposed title under the limitations of the deed of 1719, for if the latter allegation were well founded, he would not be heir male, but even that case he had afterwards to abandon, as he forgot that his wife had a brother, Mr. Brennan, who left a son (living), who would, in the events stated, claim before him.

X Thomas (the next) was next brother to Adam, and left issue who would have come in before the issue of Richard—

However, to enable the plaintiff to sustain his claim on some ground, it is understood he now alleges that his grandfather, Adam Colclough (the common ancestor), was married to Miss Byrne, of Cabinteely, subsequent to the statute of 1745, that she was then a Roman Catholic, that they were married by a priest of that church in Ross, that Adam Colclough was then a Protestant, and had professed that religion within twelve months, that of such marriage there was born first Cæsar (the Chief Justice); second, Rev. Dudley, that both were consequently illegitimate, that after the birth of Dudley, Adam Colclough's wife became a Protestant, and then that she was married by a Protestant clergyman in the drawing-room of Duffrey Hall, and that he has got the certificate of that marriage ready to be produced, that it was only recently he became possessed of such certificate, or aware of such facts, and that when he recognised Mrs. Col-

Statement of Defendants' Case

A clough as his lawful aunt, he was not aware of the second marriage. It is asserted by plaintiff that the certificate and other title deeds passed into the hands of his maternal grandfather, Mr. Patrick Colclough, of county Carlow, who was a solicitor, and to whose daughter, his father, Sarsfield, was married, B that his papers passed into the hands of the late Mr. Robert Eustace, a solicitor, and from him to his nephew, the late Mr. Hardy Eustace (now deceased), by whom they were given to plaintiff, who by accident discovered the certificate in question. The will of Adam Colclough himself (*post*, p. 21), the will of Sir C Vesey Colclough, 1794 (App. p. 62), the will of his widow, Lady Colclough (Catherine Grogan), (*post*, p. 25), the will of the late Cæsar Colclough, of Tintern (1824), (*post*, p. 24) the will of Agmondisham Vesey Colclough, the pedigree prepared for Sarsfield Colclough, the marriage settlements of Sarsfield Colclough D and Rev. Dudley Colclough, and the other deeds and leases, reciting that Cæsar (the Chief Justice) was the eldest son of Adam, the probate of Adam's will granted to Cæsar, his "*lawful son*" (*post*, p. 22), and the several letters of Cæsar Colclough, late of Tintern, addressed to and speaking of Dudley E Colclough, will, it is submitted, be received as powerful evidence to prove by declaration the legitimacy of both Cæsar the Chief Justice, and Dudley, and to rebut the allegation of the plaintiff as to the alleged second marriage of Adam, more especially as it is presumed that the certificate referred to cannot be shewn F to have been taken from any registry, and as it will be impossible to give any positive evidence that Adam Colclough either professed the Protestant religion within twelve months before his alleged marriage, or that he had not been previously married by a Protestant clergyman. Indeed it is not free from G doubt as to what religion Adam Colclough professed; (as a race the Colcloughs were reckless and regardless of religion;) sometimes they were Catholics, and sometimes Protestants, as can be abundantly proved by reference to old deeds, for instance, in a deed poll dated 15th January, 1697, a power of H appointment is given to Margaret Pigott Colclough, the then inheritor (who afterwards settled the estates on her cousin, Cæsar Colclough, of Mocorry and

× I protest strongly against this unnecessary Charge. The facts are that the W. Dudley C. of the Duffry married a Roman Catholic, joined the Confederate Catholics in 1641. His son Patrick C. of Duffry Hall was also a R. C. and having espoused the cause of King James II was outlawed and his estates confiscated by Wm III. but dying before the act became law, his eldest son the second Dudley, having been brought up a Protestant, he was allowed to inherit the estates - since when the Male members of the Colclough and Duffry Hall families have invariably been Protestants. The power of appointment here mentioned, was to guard against any mistake to Posterity.

Statement of Defendants' Case.

of Tintern, the father of said Adam,) to appoint an annuity to the said Cæsar during his father's lifetime, "*if he became a Protestant*, towards his support "during his father's life; but if he should not become a Protestant, or should, "after professing to be a Protestant, be reconciled to the Church of Rome, then "this proviso to be void." Search has been made for the registry of both of said alleged marriages, but without effect. Though no registry of either of those marriages can be discovered yet on search in the registry at Enniscorthy in the book kept for registry of wills and administrations a registry as to the license for marriage of the said Adam Colclough with Miss Byrne has been discovered. It is in the following words:—

"ADAM COLCLOUGH, MARY ANNE BYRNE. } License of marriage was granted between the said parties 31st January, 1753."

[Since this was printed defendants have ascertained from the Registry of Burials at Versailles that he was 68 years old when he died in 1822, thus proving he was born in 1754; and from a lease, dated 24th January, 1788, that he was then about thirty years of age, App. p. 125.]

The date of that entry would afford an important clue if defendants were in a position to give precise evidence of the date of the birth or baptism of Cæsar Colclough, the eldest son of that marriage, but this defendants have been unable (as yet) to procure, although they have searched the registry, in the parish churches, the memorials of leases registered in Deeds' Office, the books of Trinity College, pleadings in chancery, &c., &c.

The most precise information defendants have of the age and period of birth of Cæsar, the Chief Justice, is contained in evidence of Sarsfield Colclough, given on trial of first issue (Boyse *v.* Rossborough), at Wexford, in July, 1852, as follows:—"I am now in my eighty-third year. I knew the "testator when at my father's where he spent a considerable time. *There was a* "*difference in point of age between my eldest brother and myself of eighteen years.* x "Dudley and Cæsar Colclough were about the same age." In his depositions in chancery Sarsfield Colclough stated (former brief, p. 8, E and F) "I was my-"self born in 1770."

See brief on last trial, p. 9 (D. and E.).

x There could not have been 18 years between the Chief Justice and Sarsfield. S. W. C.

From the above statements it is clear that Sarsfield was *not* eighty-three in July, 1852, but that he had attained his eighty-second year before July 1852. Adding eighty-two to 1770 we find the year 1852 produced. He was thus born before July, 1770, but how long before does not appear. If eighteen years be deducted from July, 1770, we are taken back to July, 1752. If Sarsfield were born in the months of May, June, or July of that year, and if he be correct in stating that Cæsar was fully eighteen years older, those dates would not be sufficient to prove that Cæsar, the Chief Justice, was born after 31st January, 1753 (date of license), but the probability is that the Chief Justice was between seventeen and eighteen, not fully eighteen, years older, which would be consistent with the rumour in the family that Adam Colclough eloped, under age, with Miss Byrne, was married by a Roman Catholic priest in New Ross, on his way home to Duffrey Hall, and was then re-married by a Protestant clergyman, and if natural and reasonable inferences are to be drawn it is more probable that he was re-married immediately on his return home, and certainly before rather than after the birth of their first child.* However, there is no doubt that there always has been reputation in the family, that Adam was married to a Roman Catholic by a priest; but at the same time the family reputation is that his issue were legitimate, and therefore it is submitted a valid marriage must be presumed at this distance of time. The several points as to legitimacy on which it is supposed the plaintiff intends to rely will now be recapitulated, and the reference to the available evidence to controvert the allegation printed parallel with it at the end of this case, The documentary and *viva voce* evidence so referred to will be found in the Appendix, or in the separate brief to which reference will be made in the epitome of proofs.

* [Note].—The above dates, though tending to show (if there be no other evidence of Cæsar's age), that Cæsar was born *before* 31st January, 1753, would not help the plaintiff's case, as Dudley was born *after* 31st January, 1753. Sarsfield states "Dudley and Cæsar Colclough (Tintern) were about the same age (Separate Brief, p. 9 (E. F.); and Cæsar, of Tintern, was born 8th May, 1766, as will be proved. The heiress-at-law of Dudley cannot claim, as her title (if any) is barred by the statute.]

The defendants submit the following epitome of evidence to be given on their behalf to meet the several allegations which it is supposed the plaintiffs will make.

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief No.	Reference. Page.
1. That Plaintiff's are entitled to recover under the limitations of settlement of 10th March, 1719, the Plaintiff, Patrick Sarsfield Colclough, being heir *male*.	Limitations of deed of 1719, destroyed by recovery of 1744, - - -	6	
	and		
	By Act of Parliament 1746, reciting articles of agreement, - - -	9	
	also		
	By settlement 13th June, 1767, and bargain and sale of same date, - - -	11	
	and		
	By recovery of 1767, - - -	10	
Entitled to recover under limitations of deed of 1719.	By will of Sir Vesey Colclough, 12th June, 1794,	12	
	also		
	By recovery in 1807, - - -	14	
	and		
	By deed making tenant to the freehold, 14th September, 1807, - - -	16	
	also		
	By recovery, 1818, - - -		
	and		
	By deed making tenant to the freehold, 2nd November, 1818, - - -	20	
	Decree in Rossborough *v.* Boyse, 1857, declares intestacy of Cæsar Colclough, -		
That Chief Justice and Cæsar Colclough were *illegitimate* sons of Adam.	Lease executed by Cæsar Colclough, of Mochorry, to his son, *Adam* Colclough, dated 28*th February*, 1754.		
	By this lease (extracted from the Registry, b. 168, p. 157) the lands of Kiel are demised "to "HOLD, for lives of Adam Colclough and *his wife* "Mary Anne Colclough, otherwise Byrne, and of "Vesey Colclough, grandson of Cæsar Colclough."		
	[NOTE.—Observe that early in 1754 (13 months after date of license for marriage) Mary Anne Byrne is declared to be Adam's wife, and lease is granted for lives of Adam, his wife,		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	References.	
		App. to this Brief, No.	Page.
That Chief Justice Cæsar Colclough and Dudley Colclough were *illegitimate* sons of Adam.	and Adam's nephew, no mention being made of their son, Cæsar, though it is probable had he then been born he would have been preferred by the lessee as one of the lives.]		
	Lease of Kiltealy by Sir Vesey Colclough to Adam Colclough, dated 28*th November*, 1780.		
	By this lease the lands are demised for lives of Agmondisham Colclough and Dudley Colclough, the *second* and *third* sons of said Adam, &c.—(Extracted from Registry, b. 338, p. 30.)		
	Lease from Sir Vesey Colclough to Adam Colclough, dated 1781 (extracted from Registry, b. 347, p. 28).		
	By this lease the lands of are demised for lives of "Cæsar Colclough, Dudley "Colclough, and Sarsfield Colclough, *three sons* of "said Adam Colclough."		
	Marriage settlement of Sarsfield Colclough (the son of Adam, and father of plaintiff), dated 3rd July, 1792.		
	By this deed (extracted from Registry, b. 425, p. 363) it is recited that Sarsfield is the "*third* son "of said Adam Colclough."	X	
	[NOTE.—It will be observed this deed describes Sarsfield as the "third" son in 1792, which is a correct description if the meaning be third *surviving* son, but it may be alleged by plaintiff, and probably will, that as there were three sons born *before* him, viz.:—Cæsar, Agmondisham, and Dudley, he would be the fourth and not the third son, if Cæsar were legitimate. The explanation, however, is that Agmondisham was dead at this time. Observe also that in the lease of 28th November, 1780 (previously extracted, p. 19), Agmondisham is		

Sarsfield was the 3rd named son (Agmondisham, John and Adam the remainder) and were not counted — BHC.

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief. No.	Reference. Page.
That Chief Justice Cæsar Colclough and Dudley Colclough were *illegitimate* sons of Adam.	described, and truly, as the "*second*" son. We cannot discover any evidence of the date of death of Agdmondisham.]		
	Marriage settlement of Rev. Dudley Colclough, dated 27*th February*, 1802, the original of which is in defendant's possession.		
	The parties are described as follows:—"Between the Rev. Dudley Colclough, of Duffry "Hall, in the county of Wexford, clerk, and "Cæsar Colclough, of the city of Dublin, Esquire, "barrister-at-law, the *eldest brother* of the said "Dudley Colclough of the first part, Mary Gaven, "&c., &c., of the second part."		
	Bill filed in Chancery by Sarsfield Colclough 12th December, 1842.	27	119
	The extract of this bill, as printed, states (C and D):—"That said Adam Colclough . . . "had issue five sons—namely, Cæsar, Agmondisham, Dudley, John, and your suppliant (Sarsfield). That the said last-named Cæsar, Agmondisham, and John Colclough all died without "issue *male*, and that your suppliant's said brother, "Dudley Colclough, had issue three sons, viz.:— "Cæsar, Dudley Colclough, and Agmondisham "Vesey Colclough, all of whom died without ever "having had any issue, and the said Dudley departed this life, &c., &c., leaving your suppliant "his *heir-at-law*."		
These notes are only calculated to mislead— 1844.	[NOTE.—The foregoing extract is printed for the purpose of showing that Cæsar (the Chief Justice) was the eldest son of Adam, but in it there are four erroneous statements:—		
	1st.—Agmondisham (not Agmondisham above mentioned) was not eldest son of Cæsar, the eldest son being Vesey, the father of Sir Vesey.		
	2nd.—Agmondisham died without issue, and was not the father of Vesey (Sir Vesey).		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief. No.	Reference. Page.
That Chief Justice Cæsar Colclough and Dudley Colclough were *illegitimate* sons of Adam.	3rd.—Dudley Colclough had not *three* sons but only two, viz.—Cæsar Dudley and Agmondisham; not Cæsar, Dudley, and Agmondisham. 4th.—They did not die "without ever having had "any issue," as Agmondisham had issue (Matilda Colclough), who would be the next heir, failing defendant and her heirs, and would take in priority to plaintiff.] The depositions of Sarsfield Colclough (father of plaintiff) and of Mr. Kidd, in cause of "Ross-"borough *v.* Boyse," in Court of Chancery, in answer to the 4th and 5th direct interrogatories, proves defendant's pedigree and negatives this allegation. (Separate brief, pp. 8,9,10, & 32.) Will of Adam Colclough, *Extracted from the principal Registry of Her Majesty's Court of Probate in Ireland.* "In the name of God and Holy Trinity, in "whom I trust, and to whom I humble myself to "the dust and crave their mercy, and crave their "mercy, and crave their mercy. I, Adam Col-"clough, of Duffery Hall or Mocorry, being en-"dowed with my perfect reason and understand-"ing, and being minded to settle my family that "God is pleased to leave with me, being three in "number, are all already provided for as good and "dutiful young men as ever He blessed a poor "man with. Imprimus: I do bequeath my soul to "my immortal Saviour and the ever blessed "Trinity, and as they are all equally dear to me, "bequeath unto them an equal share of my estate, "lands, and worldly substance, that is to say, to "avoid any litigation between my said dearly-"beloved *sons*, the one part to *Cæsar*, the other "part to ———(a) *Dudloe* Colclough, the other "third part to Adam, though last, not least be-		

(a) Illegible.

× Dudley had 3 sons viz (Cæsar Dudley — Agmondisham — and Adam. &c.

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief, No.	Reference. No.
That Chief Justice and Dudley Colclough were *illegitimate.*	"loved, and the other part to myself, to my sole "use and behoof; and by this my last will do re- "voke and lay aside all former will whatsoever; "and I do farther hereby ordain, will, command, "and appoint, that if any of the within-named "proportion of my said freehold or chattle shall be "possessed of said chats, &c., and shall die without "issue, that in that case said freehold and chats "shall revolve to the next son in age and rotation, "and their heirs, if any they have. Signed, sealed, "and published this 17th November, in the year "of our Lord God 1793, in presence of Messrs. "Henry and Samuel Buttle, of the Hundred Acres, "and Mr. John Allen, of Ballindagin, in said "county, by me, Adam Colclough. (Seal) Henry "Brittle, Saul Brittle, Jno. Allen.		
He will leaves nothing to Lordfield, he had received his share on his marriage. Adam must have written the will himself and a pretty job he made of it — it speaks very highly for his sons, that no law suit arose out of it — H.H.C.	"Administration of the goods and soforth, with "the last will and testament annexed of Adam "Colclough, Esq., late deceased (having and so- "forth) was granted by the Most Rev. Father "William and soforth, to *Cæsar* Colclough, Esq., "the natural and *lawful son*, and a principal legatee "named in the said will of the said deceased he "being first sworn personally, no executor or resi- "duary legatee being named in said will, saving "and soforth. "Dated the 9th day of January, 1800.'		
	Will of Sir Vesey Colclough, 1794, stating— -	12	62
	"I do also hereby devise and bequeath to "the Rev. Dudley Colclough(*a*) the sum of £500, as "payment for money due by me unto *his father* "and *my uncle* (the late Adam Colclough), and do "hereby express my concern that my circumstances "do not properly enable me in any other or "public manner to manifest my gratitude unto my "said uncle or *his descendants*. . . . . "And whereas upon failure of issue by my present wife "my said estates are limited to me and *my heirs* and "assigns, ...		

(*a*) Dudley was his first cousin.

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief, No.	Reference. Page.
That Chief Justice and Dudley Colclough were *illegitimate.*	"to support the family name of Colclough, I do "hereby devise and bequeath all the said estates "upon such event unto *my cousin*, Cæsar Colclough, "Esquire, Barrister-at-law, and the heirs of his body." N.B.—[The testator's will discloses the fact that he had two illegitimate sons, for whom he evidently had a great regard, yet, in the event of failure of his own legitimate issue, he prefers devising his estates to the legitimate member of a *collateral* branch of the family, rather than to his own illegitimate sons, though he could have believed same to the latter, if he pleased. This fact is powerful evidence that he at least believed and considered the Chief Justice (as well as Dudley) to be legitimate, and he was the cotemporary of their father, Adam, who married about seven years after this testator.]	12	62
	Adam was married about 7 years after this testator was born. A.H.C.	See Brief on last Trial, Book No. 1	Page
	Will of Chief Justice Cæsar Colclough (unexecuted) in his own handwriting, not dated, but written prior to 1811, after the birth of eldest daughter, but before that of defendant, and *when he was in Prince Edward's Island* (App., No. 22, p. 91), - -		241
	"In the name of God, I, Cæsar Colclough, late "of Duffrey Hall, in the county of Wexford, and "of the city of Dublin, Barrister-at-law, *but now* "Chief Justice of *Prince Edward's Island*, in "North America, ... do make and "publish, &c., &c. . . . . "Should it please the Almighty *that I am or shall* "*be entitled to the estate of my ancestors, by the* "*death, or any other act, of my kinsman and name-* "*sake*, Cæsar Colclough, son to the late Sir Vesey "Colclough, in France, then my will is that my "eldest son shall inherit the entire of my estate. " . . . . . And my further will		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. See Brief on last Trial, Book No. 1.	Reference. Page.
That Chief Justice and Dudley Colclough were *illegitimate*,	"is that, should the estate for want of males, "descend to my brothers, it is to be subject to the "sum of £20.000 to *my dear daughter*, Louisa "Ponsonby Colclough, should she be my only child, "and should I leave two daughters, then the sum "of £12,000 to the said Louisa, and £8,000 to the "*second*. . . . . "My further will is that, let the estate go to whom "it may, it shall be subject to an annuity, payable "out of the entire estate, of the sum of £700 a "year, *to my dearly beloved wife, Susan Colclough*."		241
	N.B.—It will be observed by the foregoing will, that the Chief Justice devised the estates (subject to charges for his daughters) to his brothers Dudley and Sarsfield, in the event of himself dying without issue male. And very curiously he describes Dudley as his "*heir-at-law*," even though his daughter, Louisa Ponsonby Colclough, was then alive. Counsel will therefore consider whether this document should be read. See subsequent will of testator, App. p. 92].		
	also Will of Cæsar Colclough, late of Tintern Abbey, head of the family, 8th July, 1824 -		144
	"I will and bequeath to the Rev. Dudley "Colclough, one shilling. I will and bequeath to "his son, Cæsar, during his life, £100 per annum. "I will and bequeath to his brother, Agmond, "during his life, £50 per annum. The rest of my "property I leave to accumulate, and place in the "funds, or purchase in the county of Wexford, "until one of the male descendants *of the said* "*Cæsar or Agmond*, or other child of one of my "heirs at law, &c."		
	N.B.—[This will is in possession of Mrs. Boyse or her solicitors.]		
	Will of Lady Colclough, the wife of Sir Vesey Colclough, dated 17th August, 1832,		242

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference.	
		See Brief on last Trial, Book No 1	Page
That Chief Justice and Dudley Colclough were *illegitimate.*	proved in Prerogative Court, Dublin, 2nd June, 1835, - - -		242
	. . . . .		
	[After making certain bequests to her son, Cæsar Colclough, of Tintern.]		
	"I leave and bequeath unto Cæsar Dudley "Colclough, *eldest son of the late Reverend Dudley "Colclough*, £50 sterling and my gold watch, and "in case he should die before me, then my will is "that the said watch shall be given to his brother, "Agmondisham Vesey Colclough."		
	also		
	Letter from Cæsar Colclough of Tintern, to Arthur Goff, 8th August, 1816, - -		153
	"My dear Sir,—Though I did not cede to "your friendly application, I could not resist those "of an interesting and worthy little wife and "mother, who is now here on her account I "write to request you will say where I shall send "you £130, to release *Mr. Dudley Colclough* . . . "*of an opportunity of reiterating how humble I am* "*of your friendly politeness to him.*"		
	also		
	Letter from Cæsar, of Tintern, to Mrs. Dudley Colclough, 21st August, 1816, -		148
	"My dear Madam,—I received your friendly "and agreeable invitation. . . . . *Tell* "*Dudley*, or rather shew him my letter to explain "my wishes. To preserve *my connection with him* "he must alter his conduct very much indeed.— "Your friend and *kinsman*, "CÆSAR COLCLOUGH."		
	also		
	Letter from same to Dudley Colclough, dated 16th November, 1817, - - -		148
	"My dear Dudley,— . . . . We must 'get from *your brother*, *Cæsar*, a sanction of co- "operation. . . . . Write to me "there, and remember me to your amiable con- "sort,—Your's ever, "CÆSAR COLCLOUGH."		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	References. See Brief on last Trial, Book No 1	References. Page.
That Chief Justice and Dudley Colclough were *illegitimate.*	N.B.—[Counsel will consider whether he should read following letter.]		
	Letter from same to same, 14th March, 1820, -		150
	"My dear Dudley,—If you wish ever to see "myself or one of my name, of whom *your sons* "*are the nearest of kin*, represent this county.— "Believe me your affectionate *friend and relative*, "CÆSAR COLCLOUGH."		
	Letter from same to Sarsfield Colclough, dated 8th March, 1822, - - -		164
	"I received yours of 25th February. I had, "as you suppose, a letter from your *sister-in-law*, "communicating *your brother's* death."		
	Letter from same to Chief Justice, 4th Nov, 1816		155
	"My dear Cæsar,—I received your letter, and "only answer the few lines in that of the one en- "closed to Martin, because I think *your interest* is "in question between your *two brothers*. . . . . "At the same time I offer my mediation only as "*a relation and friend to you all.*"		
	Letter from same to Dudley Colclough, 25th September, 1817, - - -		159
	"My dear Dudley,— . . . . I will not "now enter into the difficulties which must occur "in any arrangement for your *being joint tenant in* "*tail with your brother*. . . . . "Remember me to your good wife, and assure her "of my wish to do anything in my power to assist "or extricate you from your difficulties. (Signed) "CÆSAR COLCLOUGH."		
	Letter from Chief Justice to Cæsar Colclough, of Tintern (*endorsed* by latter), dated 25th March, 1816, - - -		179
	"Dear Cæsar,—I have that kind of family "pride, that nothing gives me more pleasure and		

Plaintiffs' Allegation.	Defendants' Evidence.	Reference. See Brief on last Trial, Book No.	Page.
That Chief Justice and Dudley Colclough were *illegitimate.*	"satisfaction than to hear of any *of mine*, or indeed "of any particular friend of mine, kindly and "highly spoken of. . . . . And never "could vanity be more gratified than mine was, or "yours would have been, had you, behind the "scenes, heard how Ponsonby spoke of you after "you were gone."		179
	Letter from same to same (*endorsed* by latter), 30th April, 1816, - - -		180
	"My dear Cæsar,— . . . . . (Complaining of bad treatment by the Government, and offering to sell or mortgage *family estate* to pay his debts.) —"Believe me to be, dear Cæsar, your affectionate friend and *kinsman*, "CÆSAR COLCLOUGH."		
	Letter from same to same, 28th May, 1816, -		181
	"My dear Cæsar,—I hope you will attribute "this to its true motive, affection and duty to you "and myself, with a compound of *family pride*." (On subject of approaching election.)		
3. That the defendant, Mrs. Rossborough Colclough, is not the *legitimate* daughter of her father.	The following extracted *letters* from the Chief Justice to Cæsar Colclough, of Tintern, were discovered in Tintern Abbey, after defendants entered into possession. They were in a locked press, tied in a bundle, with card on top, endorsed in handwriting of Cæsar, of Tintern, as follows:—Cæsar Colclough, Chief Justice.		
	(Wills of Chief Justice Cæsar Colclough, already referred to), - - -		241
	Letter from Chief Justice to Cæsar, of Tintern, from London, 11th February, 1816, -		175
	"My dear Cæsar,—I have been anxiously ex- "pecting your arrival for these some days past, "and believe me sincere when I assure you with "no selfish views I wish to meet and to live with "you *as one relation* should and ought to live with "another. As the *head of my family*, I have no		

Plaintiffs' Allegations.	Defendants' Evidence.—Contra.	Reference. See Brief on last Trial, Book No	Reference. Page.
That defendant is not *legitimate.*	"apprehension of saving an honorable living, and "leaving to my *wife* or children an independence."		
	Letter from same to same (*endorsed* by latter) 4th March, 1816, - - -		175
	"Dear Cæsar,— . . . . I have made "my will, and you are appointed one of my ex- "ecutors. . . . . I conjure you to *protect* and "serve my *beloved wife and infants.*"		
	Letter from same to same (endorsed by latter), 11th February, 1818, - - -		176
	"Dear Cæsar,— . . . . you see I write "with that frankness and freedom which becomes a "*friend and relation.*"		
	Letter from same to same, 3rd March, 1816, -		177
	"I received your letter dated from a place I "was rejoiced at. It was such as I expected—plain, "manly, friendly, and sincere, ... for "the benefit of *my wife and children*, should they "cease to be, or their children. I have too just a "sense of family pride not, I trust, to act in such a "manner as you would approve of. Know, then, "whatever property I have is in fee (*a*) . . . . "to have the smallest interference with my *helpless* "*widow*, whenever she shall be so, *and my infant* "*children, each of them dearer to me than my life.*"		
	"Mr. Hart thus writes to *Mrs. Colclough*, -		179
	" . . . . .

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page.
That defendant is not *legitimate*.	" wish and hope, and prayer for your success.— " Truly yours, " CÆSAR COLCLOUGH."		
	Letter from same to same (*endorsed* by the latter), 28th May, 1816, - - -		183
	" Dear Cæsar,— . . . I am just setting " off for the country, to look at a place to bring " my *poor wife and children* to on their arrival."		
	Letter from same to same, 29th May, 1816, -		183
	" My dear Cæsar,— . . . . Should that " fail, he considers that on the removal of the " English troops, *Mrs. Colclough* is such a coward, " she would not remain in France. Poor woman, " she saw Hart's letter to me, and from her pre- " vious illness and weak state, it had such an effect " upon her, she is very ill. . . . If you knew " her you would say it was a pity, for there never " was a kinder heart, or a better (nor so good), " wife, parent, or friend. . . . . She and they " are my only treasure in this world, and for them " I will resign and sacrifice everything."		
	Letter same to same (*endorsed* by the latter), May 28th, 1816, - - -		182
	" Dear Cæsar,— . . . . and that Sir " Richard Musgrave may be contented to get my " part of it out of the sale of my property, of which " I most sincerely hope you may become the pur- " chaser, as I should wish it should not go *out of* " *the name and family*.—Believe me to be, dear " Cæsar, your affectionate *kinsman*, " CÆSAR COLCLOUGH."		
	N.B.—[Counsel will consider whether the next letter should be read.] Letter from same to same (endorsed by the latter), dated Boulogne, 8th November, 1816, -		184
	" Dear Cæsar,— . . . . . The " last letter I received from my *poor wife* is dated		

Plaintiffs' Allegations.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No. 1.	Page.
That defendant is not *legitimate.*	"the 30th September, and she was then ignorant "of everything relative to her departure from that "cursed place."		
	Letter from same to same (endorsed by the latter) dated Boulong, 29th December, 1816, -		186
	"My dear Cæsar,—. . . . . I say we, "for I have the pleasure to tell you *my wife and* "*children* are at length restored me. They landed, "after a boisterous passage, on 1st December, at "Portsmouth."		
	Letter from same to Sarsfield Colclough, found in papers of Cæsar, of Tintern, dated 27th December, 1816, - - -		187
	"My dear Sarsfield,—. . . . . Your "own situation should have taught you that *my* "*children and wife are as dear to me as yours are to* "*you.*"		
	Letter from same to Cæsar, of Tintern (endorsed by the latter) 8th February, 1817, -		188
	"Dear Cæsar,— . . . . . "(Refers to family accounts). With every kind "wish, in which *Susan most sincerely joins.*—Be- "lieve me, "CÆSAR COLCLOUGH."		
	Letter from same to same, dated Boulogne, 25th April, 1817, - - -		188
	"Dear Cæsar,—. . . . . I have not "dined out of my own house, or rather lodgings, "since the arrival *of my family*, but two or three "times with Captain Caisar, and over with *Mrs.* "*Talbot.* . . . . I live within my income, "&c., &c."		
	Letter from same to same (endorsed by latter) 5th May, 1817, - - -		189
	"Dear Cæsar,—.		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page
That Defendant is not *legitimate.*	(Refers to application he was requested to make to Duke of Kent for the interest of his Royal Highness in relation to approaching election.) "*Remember the promise you have made me, 'tis my chief consolation, and on which I have the fullest reliance.*"		
	Letter from same to same (endorsed by latter) Boulonge, 2nd June, 1817, - -		189
	"I have a notion of going somewhere into the environs of Paris, *if you approve of it.* . . . . "I can at least get *my dear children* better educated. . . . . This whole family "join me most sincerely in good wishes to you. " . . . . . Mat Darcy Talbot "returns to London in a few days. . . . . "*Mrs. Talbot is decidedly for you. Poor Ann has "had several hard struggles for life* . . . . "*The ladies of the house are all your friends.*—Your "affectionate kinsman and friend, "CÆSAR COLCLOUGH."		
	Letter from same to same, 6th July, 1817, -		191
	"Dear Cæsar,— . . . . I much fear for "the life of Anne Talbot. . . . . "They are a truly amiable family, have a sincere "regard for you, *and are our only intimate friends.* . . . . Captain Cæsar is in Boulogne.* . . . *My wife and children* unite with me, &c. "CÆSAR COLCLOUGH."		
	Letter from same to same (endorsed by latter), 4th November, 1817, - - -		193
	"My dear Cæsar,— . . . . My family "join in best wishes to you. *Thank you for the "interest Mrs. Talbot says you expressed about me "and mine.* "CÆSAR COLCLOUGH."		
	Letter from same to same (endorsed by latter), 10th January, 1818, - -		193

* [See Diary of Henry Colclough, *post*, p. 55.]

Plaintiffs' Allegations.	Defendants' Evidence.—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page
That Defendant is not *legitimate.*	"Dear Cæsar,— . . . . This is my last "letter I shall trouble you with, knowing you will "do everything in your power. I have had a very "sick house this winter, myself, *my wife, and chil-* "*dren* all ill. I have now a severe bilious attack, "and my legs covered with scurvy, which I never "had before—an alien and, I might say, an out- "cast from my native land, but no more. God "bless and protect you. "CÆSAR COLCLOUGH."		
	Letter from same to same, 2nd February, 1818 -		231
	"My dear Cæsar,—I feel the hand of death is on me. . . . . In this state my consolation is "that I leave my beloved wife and children to the "protection of a man of honor. My will I made "in Newfoundland, previous to my coming home; "perhaps I may put it into better form, but in "nothing material will I alter it. I have, if any- "thing, very little, and that little will go to my "immediate family. . . . . Believe the words "of a man who will, I really think, never see you "more. I was ever your sincere friend. *Be so to* "*to my poor wife and children.*—Yours, very truly, "CÆSAR COLCLOUGH."		
	Letter from same to same, 18th April, 1818, -		194
	"My dear Cæsar,— . . . On the 15th inst., "I *received yours* and Mr. Martin's letters. . . . "I am much rejoiced that you approve of my "refusal of making a person *my executor, when you mentioned* I could not *as a parent* or an honest "man bring myself to appoint him. . . . . "I shall with the most prompt attention attend *to* "*your advice*, ... *but sincerely thank you* "for the trouble you have taken, which from the "parties you had to deal with. I know well you "have not a more anxious friend *than Mrs. Col-* "*clough.* She and our little ones have been taught "when my race is run, and the last scene is closed, "to regard and look to you as their protector and		

Plaintiffs' Allegations.	Defendants' Evidence.—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page.
That defendant is not *legitimate.*	" guide.—God bless and preserve you, prays your " affectionate kinsman, " CÆSAR COLCLOUGH."		
	N.B.—[There are several other letters, containing expressions similar to those already quoted, which it is considered unnecessary to quote. They will be founded in the printed brief, referred to as follows, viz.:—		
	Chief Justice to Cæsar, of Tintern, 4th May, 1818,		196
	Dudley to Chief Justice, 4th May, 1818, -		197
	Chief Justice to Cæsar, of Tintern, 20th May, 1818,		198
	Same to same, 15th August, 1818, - -		199
	Same to same, 5th September, - -		200
	Same to same, 10th February, 1819, - -		201
	Same to same, 22nd February, 1819, - -		202
	Same to same, 19th May, 1819, - -		203
	" I have been most ably treated and most care- " fully attended by my *dear wife* and family, who " all join in most sincere love and affection to *you* " *and Mrs. Colclough* (*a*).		
	Same to same, 25th July, 1820, (*b*) - -		204
	N.B.—The Chief Justice died in France, on 10th February, 1822, after which Mrs. Colclough, his widow, wrote to Cæsar Colclough, of Tintern, announcing his death. [See reply from Cæsar to Sarsfield, *ante*, p. 26]. And subsequently to that period, Mrs. Colclough again wrote from France to Cæsar Colclough, of Tintern, as follows:—		
	" Dear Sir,—I am sorry to intrude *again* upon " your time and attention; but as you must be		204

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No	Page
That defendant is not *legitimate.*	"aware of the great consequence it is to me to "ascertain how my late dear and lamented *husband's* affairs really stand, before I go to the expense of administering to his will, and more particularly as to any bond debts to which his estate "may be liable. For whatever the remnant may "be, it is, I am sorry to say, the only thing I and "my poor children have to look up to for our "maintenance and support. I trust therefore, you "will have the goodness to favour me with an early "answer, in consequence of an observation in Mr. "Sarsfield Colclough's letter, in which he says you "have a large demand upon the estate—indeed, an "overwhelming demand, which, if enforced, would "annihilate the property. My anxiety is the greater "on this subject because I cannot find any document by which such debts can be ascertained, nor "any letter from you to my poor husband, in which "the slightest allusion is made to them. I trust "our very helpless situation therefore will induce "you to give me all the information in your power, "not only relating to any sums due to yourself, but "also of any other claims which may have come to "your knowledge, so that I may regulate my proceedings accordingly, as I must leave this for "some place less expensive, and at present an uncertain where. Please direct to me at Dr. Asplin's "Hotel de Bourbon, Rue de la Paix, 22 a Paris.—"I remain, sir, your obedient servant, "S. COLCLOUGH. Addressed Cæsar Colclough, Esq., Tintern Abbey, Co. Wexford. Ireland. N.B.—The most important part of the foregoing letter is the endorsement in the handwriting of Mr. Colclough, of Tintern, viz., "Su *Colclough*, Versailles, 29th July, 1822." The defendants cannot discover any reply to that letter. N.B.—A number of letters from Sarsfield Colclough to Cæsar Colclough, of Tintern, will be found in the printed brief referred to, commencing at page 208, and ending 230, which were found in Tintern Abbey, tied and labelled		

1908848

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page
That defendant is not *legitimate.*	by Cæsar, of Tintern, in the same manner as those from the Chief Justice, already extracted. They were found by Captain Beauchamp Colclough, by whom they were given to Mrs. Rossborough Colclough, who initialled most of them, and then delivered them to Mr. Kernaghan, who in 1857, returned them to defendants. On the same occasion a bundle of miscellaneous letters were in the same manner found in the same place, from which the following extracts are selected.		
	Letter from Sarsfield to Chief Justice, 4th March, 1819, - - - -		231
	"My dear Cæsar,— . . . . . "*With the love of all this house to you and yours.*— &c., &c., "S. COLCLOUGH."		
	Letter from Dudley Colclough to Chief Justice, dated 2nd April, 1819, - -		232
	"Dear Cæsar,— . . . . . I am told "*my nieces* are very nice little girls. Present them "with my regards *and best complements to Mrs. C.*"		
	Letter from same to Mrs. Colclough, defendant's mother, 14th October, 1823, -		233
	"*Dear Mrs. Colclough*,—I send you the enclosed, but have just seen Mr. John Donovan, "my attorney in the ejectment, who positively "says, if he has not your letter of administration in "court to produce, if called for, the ejectment will "certainly fall to the ground.		
	"And am, *dear Mrs. Colclough*, yours most sincerely, D. COLCLOUGH. "Mrs. Cæsar Colclough, Waterloo-place, Wexford."		
	Letter from same to same, 28th, February, 1824, -		233
	"Dear Mrs. Colclough,—		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No	Page
That defendant is not *legitimate.*	"And am with best regards to the girls, faithfully "yours, D. COLCLOUGH.." "Mrs. Colclough, Waterloo-place, Wexford."		
	Letter from same to same, 25th February, 1825, -		233
	"Dear Mrs. Colclough,—		
	"My best compliments to the girls.—Yours truly. "D. COLCLOUGH. "Mrs. Colclough, Waterloo-place, Wexford."		
	Letter from same to same, 17th August, 1826, -		234
	"Dear Mrs. Colclough,—		
	"May we hope for the pleasure of your and the "girls company next week or this week, if you can, "and rest assured it will make every member of this "house extremely happy.—I am, *dear Mrs. Col-* "*clough*, with best regards to the girls, yours truly, "D. COLCLOUGH."		
	Letter from Cæsar Dudley Colclough (son of Dudley) to same, 4th November, 1828, -		234
	"My dear Madam,—		
	(On business matters.)		
	"Give my best love to the girls, and believe me "very sincerely yours, "C. D. COLCLOUGH."		
	"Mrs. Colclough, Waterloo-place, Wexford."		
	Letter from same to same, 15th November, 1828, -		234
	"My dear Madam,—		
	(On business matters.)		
	"In me you shall ever find a friend. Where is "Louisa? Love to Mary.—Sincerely yours, "C. D. COLCLOUGH."		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No	Page.
That defendant is not *legitimate.*	Letter from Agmondisham Vesey Colclough, son of Dudley, who would have been next heir, failing defendant and her issue, to same, - - - - -		
	" Saturday, 16th.		235
[Important letter.]	" My dear Aunt,—		
	" Matilda joins in affectionate love to you and dear " Mary; and ever believe me, my dear aunt, yours " sincerely, A. V. C.		
	" Mrs. Colclough, 31, Lower Baggot-street."		
	Letter from Dudley Colclough to Mrs. Cæsar Colclough, dated 31st August, 1823, -		240
	" Dear Mrs. Colclough,—		
	" On all occasions we shall be happy at seeing your " daughter. All join in best regards to you and " Mary.—I am, dear Mrs. Colclough, faithfully " yours, D. COLCLOUGH.		
	" Mrs. Cæsar Colclough, Waterloo-place, Wexford."		
	Letter from Agmondisham Vesey Colclough (who, on the death without issue of his brother, Cæsar Dudley Colclough, became heir-at-law of their father, Dudley) to his cousin, Mrs. Rossborough Colclough, -		
	" Merton, September 26th, 1840.		248
[Important.]	" My beloved Mary,—I make an effort to write " you a few lines, perhaps the last I shall ever write " to any person. You are aware that it is the will " of the Lord to visit me with the same disease " which carried to their rest our beloved brothers " and sisters, and that it is likely I shall very " shortly join them. I am thankful to be able to " testify that His dealings with me in this trying " season are full of love and mercy, and that I am " enabled to look to the crossing into the land of " rest without dismay, through the perfect right-" eousness and complete atonement of my ever " blessed Saviour, which I am in a measure enabled		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No	Page
That defendant is not *legitimate.*	"to appropriate through faith. May you, my "darling Mary, and my beloved Aunt, seek him "diligently by prayer, for the teaching of the "Spirit and reading of the Word, that we may all "meet together with those beloved ones who have "preceded us, to sing the praises of his redeeming "love in those green pastures, where there will be "no more parting nor no more sorrow. Oh! my "beloved Mary, what would the world and all it "contains be to me now? He is more precious to "me than ten thousand worlds. I leave it as a "dying request, my beloved Mary and Aunt, that "you study His Word with earnest prayer for the "teaching of the Spirit upon it, and I pledge my-"self that he will shortly be revealed to you as "your beloved Saviour, in which service (which Is "that of peace) you will delight to run. Oh! "Mary, my love, could fortune, could friend, en-"able me now to contemplate for one moment with "peace the prospect of separating from such a be-"loved partner, and two such sweet babes as I "shall, humanly speaking, close my eyes upon? "No; it is alone the supporting arm and comfort-"forting spirit of Him who restored the widow her "son, and wept with Mary and Martha. Oh! "Mary darling, never cease until you have him as "your reconciled friend, and then, come what will, "you will be enabled to say, as, blessed be His "holy name, I am in a measure, it is well. It is "in consequence, under the Lord's blessing, of "having had a little comfortable sleep last night, I "find myself equal to write this morning! I am "sitting up in my bed in an easy position. I had "almost despaired of ever being able to write, and "thank God for this opportunity. The stamp on "the lease, after all, was all right, as we sent to "Dublin to ascertain, and the other part of the "lease is prepared, and I have signed it. It is "exactly the same as the one already; I send them "both over, and all you have to do is to sign as "you did the former; you may retain whichever "you please. From this forward your rent will be "the full rent. Remember, my beloved Mary, "should the Lord please to call my dear Aunt be-		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		See Brief on last Trial, Book No.	Page
That defendant is not *legitimate.*	"fore you, my darling, Matilda's house you must "consider as your home. In her you will always, "for my sake, if nothing else, find a sincere and "affectionate friend. I am nearly exhausted, and "will now, my ever beloved Mary and Aunt, say "farewell; and may the Lord Jesus be your abiding "and satisfying portion here and hereafter is the "earnest prayer of your attached cousin, "A. V. COLCLOUGH."		
	N.B.—[The writer of this letter would have been, had he lived, and his daughter, Matilda, would now be, heir-at-law, on failure of Mrs. Rossborough Colclough and her issue.		
[App., p. 117.]	Will of Agmondisham Vesey Colclough, the writer of last letter,		
	After devising estates to his children, proceeds, in the event of failure of his issue - -		
	". . . . My will is, that all my right, "title, and interest in the said townland and slate "quarries of Glaslacken shall devolve *unto my* "*cousin, Mary Grey Wentworth Colclough, only* "*surviving daughter of my late uncle, Cæsar Col-* "*clough.*"		
	N.B.—[It is important to observe, that the writer of the last preceding letter and will was the person most interested in maintaining that Mrs. Rossborough Colclough was not legitimate, if there existed the slightest pretence for doing so, as in that event he would have been heir-at-law; but, in truth, no person ever ventured to make such an allegation until the claimant did so, in order to get money from Mrs. Boyse.]		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief No	Reference. Page
That defendant is not *legitimate.*	In addition to the letters already extracted, counsel is particulary referred to the letters from Sarsfield Colclough, and from the plaintiff, Patrick S. Colclough and his wife to defendants, which will be found *post*, commencing at page 46, and ending at page 54. Letter from Sarsfield Colclough to defendant's mother Post mark, Feb. 1848. "*My dear Susan,*— [Referring to family accounts, the family property, illness of Chief Justice, and contains the following passage:—] "As I knew it would be the most pleasing service I could do him would be paying attention to you, exclusive of my own disposition to do so, *from the knowledge I had of you*, yet from that consideration, should any unforeseen or unfortunate event make it necessary for you to apply to me, any and every service I can do you, you may command me. Do let me hear, frequently hear from you; and though anxious I am to do so, yet I am pleased I do not, as you stated that if the illness continued you would write. I am joined by all here in sincere wishes for his speedy recovery.—And believe me to your and his very attached and sincere, "Sarsfield Colclough. "Mrs. Susan Colclough. "I direct to *Mrs. Susan* Colclough to prevent any mistake." Letter from same to same, September 2, 1822 (post-mark Newtownbarry), - - "My dear Susan,— . . . . . I sincerely sympathise with you, not only in the loss in *my brother*, but &c., &c. . . . . 'Tis a tribute of affection I owe my brother; 'tis a tribute I owe you for your attention to me *when on a visit with you*,* to state that I shall be very happy to see		

* Alluding to a visit paid by Sarsfield to Chief Justice and Mrs. Colclough in London, about 1805, shortly after their marriage, and before he went abroad. [*Vide* evidence of Sarsfield Vesey Browne as to this]

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief.	Reference. Page
That defendant is not *legitimate.*	"you and my *little nieces* here, &c., &c.		
	"And am, dear Susan, with best regard to my niece		
	"your's very sincerely,		
	"SARSFIELD COLCLOUGH.		
	"Mrs. Colclough, 14 Great Charlotte-st., Blackfriars Bridge. London."		
	N.B.—Mr. Sarsfield Colclough having, in the year 1842, filed a bill against the widow and devisee of the late Cæsar Colclough, of Tintern, praying for an issue *devisavit vel non*, on the allegation that he was heir-at-law, which he supposed he was (being heir *male*), and having resolved to abandon that suit before answer filed, on discovering that defendant was heiress-at-law, he called on defendant and her mother in March, 1843, to propose that defendant should allow him to institute similar proceedings in her name, when the following memorandum were made by defendant's mother, and by herself respectively.		
	Memorandum by Mrs. Susan Colclough, - -		
	"Sunday, 19th March, 1843.		
	"Mr. C. came, and for the first time told us "he had filed a bill against Mrs. C. C.: but he was "asked by Sir Thomas Esmond, in Wexford, if he had "a *niece, he answered, yes.* On Saturday, March 18, "met Mrs. Kirwan, who said to him, if you go on "with your law-suit, what will you do with your niece? "Mrs. C. said, that in consequence of those observa- "tions *he would relinquish his claim*, and he *(quere she?)* "had not yet replied to said bill, which reply he would "stop, as it would cost him £40, or more. Wanted "M. to join him in the suit. M. declined; said she "would do nothing at present."		
	[The foregoing is headed thus—"Taken from a little memorandum-book of my beloved mothers. M. G. R. W. Colclough, July '51."		
	Memorandum by defendant, headed thus:—"From "memorandum taken down on March 19th, "1843, by Mary G. W. Colclough" -		
	"Sunday (this day), my uncle came, and said that "Mr. Kirwan, brother to Mrs. C., said, '*Have not you*		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page.
That defendant is not *legitimate.*	"*two nieces?* what do you mean to do with them? "We saw that I am heiress-at-law, *and he wishes me* "*to join him in a law suit.*		
	"Monday, March 20th, Sarsfield Browne brought "us the copy of the bill my uncle filed, 25 pages long. "We never were told till yesterday it had been filed. "It is two months since it was. Papa's name only "twice mentioned in it."		
	Bill filed by Sarsfield Colclough in 1842, states that Cæsar, the Chief Justice Dudley, and he, were all sons of Adam Colclough, and that Cæsar died without leaving *male* issue him surviving.		
	Letter from Sarsfield Colclough to his daughters, 17th August, 1849, - - -		
	"My dear Girls,— . . . . . "I have a letter from Sherrard on my writing to him "on his marriage, to get any papers Cæsar had col- "lected, stating he knew Cæsar did collect a great "deal of papers, and that Jackson had them, and he "and Matilda would write to him, if I disposed to pay "for the copying of them, to give them to me." . . .		
	N.B.—[Mr. Sherrard is 2nd husband of Widow of Agmondisham Vesey Colclough, and Mr. Jackson is father of latter].		
	Letter from Sarsfield Colclough to defendant, Mrs. Rossborough Colclough, 6th Nov., 1851 - "My dear bereaved Mary,—You have experienced "what must inevitably be the case with my family "e'er long, the loss of an only parent, a better than "whom could not be had, and whose loss you cannot "too deeply deplore, ... "and am, my dear Mary, your affectionate *uncle,* "SARSFIELD COLCLOUGH."		
	N.B.—[Before the date of next letter, the plaintiff, Mr. Patrick S. Colclough, quarrelled with defendants on their refusal to comply with his demands of a precarious nature to a large amount, as referred to, *ante,* page 9, Letters C and D].		
	Letter from Sarsfield Colclough to Mr. Rossborough Colclough, 28th May, 1854, - -		
	"My dear Rossborough (private and confiden- "tial),—P. C. and family have come to town, and		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page.
That defendant is not *legitimate.*	"have found out a great deal of the intentions of the "other parties. There is an old observance, 'a "family divided against itself cannot stand,' and find "he has, I think, gained the other party completely. "He is a very determined person, and will, I think, "go great lengths *in serving them and injuring you.* "He can be very severe in his observations, and think "he will give them full scope. I take the earliest "opportunity of giving you this information, as I "conceive I was asked to do so, and as I unde- "viatingly, and mean to do so, espoused your cause. "I fear I am so excited you can scarce read this. I "should be glad of a personal interview with you as "soon as you could, as I think immediate and annoy- "ing proceedings will be taken. I wish I was out of "this, as 'tis hard on me now, in my eighty-fifth year, "to witness such dissentions. I write this for both "your information. Julia is equally steady to your "cause, and joins in love.—Your steady old friend, "S. Colclough. [Envelope.] "J. T. Rossborough Colclough, Esq., Myersville, Blackrock. Dublin." Letter from Sarsfield Colclough to defendant, Mrs. Rossborough Colclough, 8th June, 1854, - "My dear Mary,—When I do not hear from you "for a week, I always get uneasy not doing so, but hope "ere this week is over I may hear pleasantly. We "do not hear anything now of what is going on, as we "have stopped all intercourse of any kind. . . . . "With kind love to all, joined by Eliza, your sincere "and affectionate *uncle,* "Sarsfield Colclough." Letter from same to same, 12th June, 1854, - "Julia read me your letter in bed this morning, "in which I have been these two last days, which "acted quite as a boon to me, as it conveyed to me, in "many points of view, a sincerity of yours and Ross- "borough's feeling of interest towards us, which was "quite a balm towards an old broken-down man in "health and spirits, and an accumulation of miseries "and misfortunes. . . . . . [Complaining of being ruined by Mr. Mooney while acting as his agent, deploring the death of members of		

Plaintiffs' Allegations.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page
That defendant is not *legitimate.*	his family], &c., and continues—"I am not at all aware "of what is going on where you allude to, as there is "not any kind of intercourse between us, or would I "have been able at all to bear up against it only for "the supply of wine we have got from you. . . . "your sincerely affectionate *uncle*, "S. Colclough." Letter from same to same, 20th June, 1854, - "My dear Mary,— . . . . . . [Explaining why he could not go out to see Mrs. Rossborough Colclough, as he intended.] "Your very affectionate uncle, "S. Colclough." Letter from same to same, 24th June, 1854, - "My dear Mary,—I received your note of enquiry "for me, for which I am much obliged. . . . . "As to my own health, it is as vain for me, were I "even inclined to do so, to attempt to conceal from "myself the very precarious state I am in, occasioned "very much, I believe, by the life I have led, than "nearly 12 months so confined, as I have been, in so "confined rooms, and want of air and exercise, and of "what I enjoy above all other things—family society "and comforts, which, however, could not well be "avoided. Since I saw you, circumstances have oc- "curred which prevent me at present from being able "at present to name any time of going out to see or "drive with you. . . . . "I saw Powell yesterday, from whom I understand "there are new and heavy proceedings commencing, "and long affidavits filed, and among other things, "partly charging me with swearing to what was not "the case. *I did hope my testimony was such as would "have escaped such observations or charges. On the con- "trary, I was much hurt at being told it might have been "much stronger and much more useful than it was.* " . . . . . Do let me know how the children "get on. Is Rossborough come home yet? Our love "to him, you, and the children.—Your affectionate "uncle, "S. Colclough." N.B.—[The following are some of the letters written by the plaintiff, Mr. Patrick S. Colclough, his		

MARYLAND HISTORICAL SOCIETY

Plaintiffs' Allegations.	Defendants' Evidence.—Contra.	Reference.	
		App. to this Brief.	Page
That Defendant is not *legitimate.*	wife, and daughter, to the defendants, or their solicitors, and before referring to them, it may be well to inform counsel, that although Sarsfield Colclough failed in 1843 in prevailing on his niece to allow him to use her name in legal proceedings to recover the estates (*ante* p. 41), yet upon its being intimated to his family by his niece, after her marriage, that she intended to adopt proceedings, the late Sarsfield Colclough, as well as all the members of his family, freely promised their assistance to and co-operation with defendants, which was as freely accepted. Though it was not in the power of the plaintiff in this case to render much, if any, assistance, yet he became the most active and zealous friend of the defendants, and did all in his power to assist them in proving the case on which they founded their claim, viz., *that defendant, Mrs. Rossborough Colclough, was heiress-at-law,* and that Cæsar Colclough, of Tintern, died intestate. During the progress of those proceedings, the following letters were written. In May, 1853, the defendants were put into possession of the estates, but *immediately* thereafter various legal proceedings, of a most expensive and exhausting character, in the House of Lords, in the Court of Chancery in Ireland and the Court of Chancery in England, were instituted by Mrs. Boyse against the defendants. The result of the institution of these proceedings—the cloud thus thrown over defendant's title to the property, the fact that defendant had embarrassed himself, by imprudently purchasing the estate of Kiltealy, which he did, yielding to the strongly expressed desire of the late Sarsfield Colclough, who wished defendant to become the purchaser and preserve it in the family—was that the defendants became seriously involved in their pecuniary affairs, at a time when all their resources should have been husbanded to defend their title. Amidst these difficulties, they had frequent calls upon them to assist, by pecuniary aid, the late Sarsfield Colclough and various members of the Colclough family, including the plaintiff himself (see plaintiff's letter, 27th July, 1853, as an instance; post, p. 53), to which they cheerfully responded to the utmost of their ability, which all the members of the family (save the plaintiff and his		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief.	Reference. Page
That Defendant is not *legitimate.*	wife) never ceased to acknowledge. But the plaintiff, in the year 1854, and a little more than twelve months after defendants were put into possession, and at a period when the calls on them for legal and other expenses were of a very heavy character, the plaintiff and his now deceased wife made a demand on defendants, that they should relieve them from the weight of their debts by paying a sum exceeding £11,000, and that they should make them an immediate payment of £1,500. The defendants explained the impossibility of their being able to do so. The plaintiff and his wife, assuming, or pretending to assume, that such explanation proceeded from a reluctance to pay any considerable sum of money to plaintiff, pending the litigation, as he might have to be examined as a witness, replied to this effect—"You can throw the money on the carpet, "we can find it, and, if necessary, you can safely "swear you did not give it." This proposition startled the defendants so much that they on the instant requested plaintiff and his wife to leave their house, as they would have no further communication with them. The next act of the plaintiff was to betray defendant's confidence and the trust reposed in him by defendants and their solicitors, by becoming the partisan of Mrs. Boyse's agent, and eventually delivering to him certain private letters written by defendants and their solicitors, and to endeavour to induce his father, Sarsfield Colclough, to follow the same course; but the latter and all the members of the family persistently refused, and they likewise refused to have and never afterwards had any further intercourse with plaintiff. On the latter subject see Sarsfield's letters, dated 28th May, 1854, 12th and 24th June, 1854, *ante*, p. 42, 43, 44.]		
	Letter from plaintiff to defendant, 4th December, 1848 (A), - - - - -		
[Plaintiff's letters.]	"My dear Rossborough,—I had a letter from my "cousin, M'Carthy Colclough, this day. He gives all "information relative to Mary Lynn. . . . . "Kind love to *my aunt and Mary*—Your's very "sincerely, "P. S. Colclough."		

As these letters are so numerous and so long, extracts only are printed.

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page
That defendant is not *legitimate.*	Observations of plaintiff on answer filed by Mrs. Boyce, 1849 (B), - - -		
	"No. 15—It would appear she was aware, by a "former statement, that Dudley's sons were not heirs-"at-law, *inasmuch as a child of Cæsar's existed.*		
[Plaintiff's letters.]	Letter from plaintiff's daughter to Mrs. Susan Colclough (C), - - -		
	[No date, but about 1849.] "My dear *Aunt*,—I am commanded by mama to "ask you if you can lend her a couple of pounds. "She really does not know what to say about such a "thing, but dear papa is in a dying state, and we "must call in medical advice. She is so ashamed to "ask you, but feeling has no fellow. She will return "it to-morrow, with, oh, how many thanks. I am "glad to hear baby is well.—Sincerely yours, "MARGUERITE COLCLOUGH. "*Mrs. Colclough*, 4, Portland-row."		
	Letter from plaintiff to Mrs. Susan Colclough (D), -		
	[No date.] "11 Harcourt-street. "My dear *Aunt*,—I am in the greatest difficulty for fifty shillings, to make up a sum of insurance payable this day. . . . . Still you might have £3 which you could spare me till Thursday morning. If you have, like a good woman, send it to me enclosed by bearer. . . . . God bless you and your circle. In haste. "P. S. COLCLOUGH. "*Mrs. Colclough*, 4, Portland-row."		
	Letter from plaintiff to defendants (E), - -		
	[No date, 1850.] "My dear Rossborough,—I suppose your many occupations prevented my hearing from you, or else you wrote by post, and misdirected your letter. I promised Mr. Barden, a man, in my opinion, one of your most useful and faithful allies, to let him know the result of the answer. He will think you are kicking off the ladder that he helped you to mount. I send you a letter I got from Boston. If you let me try my hand this time with M. Lynn, I hope to succeed, and Mr. Barden persists in her efficiency.		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page.
That Defendant is not *legitimate.*	If you would forward the queries and the letter to me I would send them to a friend at Boston. "Yours with love and ——— to all, and "hoping *dear Mary*, and the baby are "going on well, I am yours very sin- "cerely, "P. S. Colclough."		
[Plaintiff's letters.]	Letter from plaintiff to defendant (F), - -		
	[No date, query 1850-1851.] "My dear Rossborough.—I have a great deal to say to you. I was at Nash, and being only eight miles from the spot, I went to see Father Barden, and obtained some information, and set a train to obtain more. . . . . And let me know what description of information you most lack at present. . . . . It would be a false compliment asking *my Aunt and Mary.* Give them my kind love.—Yours sincerely, "P. S. Colclough. "Thomas Rossborough, Esq."		
	Letter from plaintiff's *wife* to defendant (G), -		
	[No date, about 1850.] "My dear Tom,—It is now three weeks since you promised me to try and arrange with Mr. Whitton about poor Patt's letter of license. He must leave at the end of this week. What an awful thing it would be to have him clapped into the Wexford jail, and us all in Dublin. Could you arrange any hour to-morrow for meeting Mr. Whitton, of 70 Upper Dorset-street on Patt's affairs. We had most interesting information from Wexford this morning. . . . . I was delighted to hear from Beauchamp Colclough, that *my dear Aunt Mary*, and the dear children were looking so well. That God Almighty may keep them is the sincere wish of your *affectionate Cousin*, "Frances M. Colclough. "Thomas Rossborough, Esq."		
	Letter from plaintiff to defendant (H), - -		
	[No date.] "My dear Rossborough,—I have this evening endeavoured to arrange, and I may say have arranged so as to enable me to go down to oppose a line of road. . . . . It occurs to me that it might be a material service to *your cause* to be brought in immediate contact with the gentry of the		

✗ The present writer.

B & C.

Plaintiffs' Allegation.	Defendants' Evidence.—Contra	Reference. App. to this Brief.	Reference. Page.
That Defendant is not *legitimate.*	county or of a part of it. If you would come down with me I would feel much pleasure in presenting you to them. Affectionate love *to my aunt Mary*, and the little one. Yours most sincerely, "P. S. COLCLOUGH."		
[Plaintiff's letters.]	Letter from plaintiff to defendant, 20th February, 1849, "My dear Mary,—If your *mother* is well enough will you give her my request, if she has it in the world to spare, if she could lend me a couple of pounds by bearer. . . . . Your *affectionate Cousin*, P. S. COLCLOUGH. "Mrs. Rossborough."		
	Letter from plaintiff to defendant, 16th March, 1849, - "My dear Rossborough,—I have just heard there is a man in Dublin who *might be of some service to your case.* I, too, had a letter from my father, which I replied to. If you could conveniently come over in the morning, I would wish to have some conversation with you. I am thinking of going to Wexford, and would wish to have *your wishes* as to speaking to the priest whose name and address I have. . . . . Yours very truly, P. S. COLCLOUGH. "Thomas Rossborough, Esq."		
	Letter from plaintiff to defendant, 20th April, 1849, - "My dear Rossborough,—The R. C. Bishop, Murphy is (was) director of the college in Wexford many years, and brother to Myles Murphy, the late Mrs. Brenan's chaplain, so that anything you want through him shall be obtained, if there is such a thing as gratitude in the world, you may command it through my wife. . . . . With love to *my aunt Mary* and the little one, yours very sincerely, P. S. COLCLOUGH."		
	Letter from plaintiff to defendant, 2nd May, 1849, - My dear Rossborough,—Since I saw you yesterday I have seen a gentleman whose father held a large tract of land from C.C. of Tintern. . . . . Conceiving as I do that one of *your main objects* is to procure evidence of her sway over him, &c. . . . I let you know, &c.—Yours sincerely, "P. S. COLCLOUGH."		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page
That Defendant is not *legitimate.*	Letter from plaintiff to defendant, 12th July, 1849, -		
	"Dear Rossborough,—I send you, as you wish it, a letter to Colonel Higgins. Read it and give it to him if you choose. I would be glad to see you here at any hour between two and five o'clock to-morrow. Yours, with love to my aunt and Mary, and little thing a kiss.—Yours sincerely, P. S. Colclough."		
[Plaintiff's letters.]	Letter from plaintiff to defendant, 27th July, 1849, -		
	"My dear Tom,—I had a letter from Mary Lynn from America this day. It is cautious, though, I think, satisfactory. . . . . Bring *the ladies*, if you can, to see us, and you and they will be good natured.—Yours, &c., P. S. Colclough."		
[Note.]	Note—There are so many of these letters, all in the same style, it is considered unnecessary to print more, but one or two in each year are selected as follows:—		
	Letter from plaintiff to defendant, 5th June, 1850, -		
	"My dear Rossborough,— . . . . . I fear my poor old governor is not as *adverse* to putting Kiltealy up for sale as *we hoped.* This is *entre nous*, but use your influence with him, like a good fellow. . . . . Will you give all our joint love to *my aunt* Mary and the children. Yours sincerely, P. S. Colclough."		
	Letter from plaintiff to defendant, 1st October, 1850, -		
N.B.—Search has been made at Rossberkin without success.	"My dear Rossborough,— . . . . . *I have heard where my grandfather, Adam Colclough, was married,—at Rossberkin.* Henry Helsham, an old friend of ours, who married myself, is the rector. Love to your circle, P. S. Colclough. Thomas Rossborough, Esq."		
	Letter from plaintiff to defendant, 14th June, 1851, -		
	"My dear Rossborough,—In arranging my affairs with Mr. Reade, it appears that on my coming of age that my property was not made over to me by the trustees named in my grandfather's will. They		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page
That Defendant is not *legitimate.*	are now dead, and its necessary to raise new trustees for that purpose. I was obliged to name them yesterday, and as its a mere matter of form I took the liberty of naming you. I had not time to write to you, or I should, of course, have done so, but should you have any objection I will change it, but I know when you inquire of your solicitor he will tell you, as I do, that it is a mere matter of form. Have you heard any news of our trans-Atlantic friends. God speed the plough at all events. I was speaking to Corcoran on Sunday. He is most sanguine, and he is one of the cleverest men I know. Love affectionately to your circle. Your sincere friend, P. S. Colclough."		
[Plaintiff's letters.]	Letter from plaintiff's wife to defendant, 7th November, 1851, on death of *her mother*, "It was with heartfelt sorrow, *my ever dearest Mary*, we heard last night, by a letter from Mr. Powell, of the bereavement you had sustained. May the Almighty God give you courage to bear up against it. You have been sadly visited indeed, but you must not lose sight that you will meet in another and better world. If it was not the will of God it would have been a pity to take her away from her little circle she graced so well. I never saw the young people feel anything so much. I say nothing for myself, as I think and feel that love begets love, and I cannot forget that she received me in her own house *in Wexford* (*a*) hospitably and affectionately. Ever since that day my regard and esteem has increased as it should do so, by the knowledge of her kind and amiable disposition. Poor Patt left this morning to join the sad cortege. He said he would brave arrest, anything to pay the tribute of affection *to his dear Aunt.* Adam, unfortunately, is at Nash, and cannot get a letter till to-morrow. It just occurs to me, my poor Mary, that it might change the scene for you to go out to our house in the Crescent. Kitty has all the beds aired, and make any use you like of the house or servant. Your poor servant, Mary Ann, must be in a frightful state, poor warm-hearted girl. Our servant Kitty is a secret, faithful creature, and get her in and she will be all that duty and respect can dictate. She will mind your poor little darlings. God help and strengthen you, and support yourself for their sake. They have but you, and it would be a great		

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference. App. to this Brief.	Reference. Page
That Defendant is not *legitimate.*	sin, in your position, not to try and bear up. I wish I was in Dublin to see to you, but I know poor Tom will be all to you. He loved her *whom we all lament*, as if she was his own mother, but he could not help it; so much affection for him and for you, and her little grandchildren, could not but be returned by love and respect. If you and poor Tom and your poor little ones would take a run down here we would endeavour to soothe you, for we feel too deeply for the loss of *my poor aunt*, we mourn not to sympathize in all your grief. Come and be with us, or take the house in the Crescent and make use of it. We are not going up immediately. God bless you my dear afflicted Mary. I cannot write as I would wish, my ideas are unsettled. I am ill, I was so dreadfully shocked and startled. I do not know what I am saying, but this, dearest Mary, that it is the ardent prayer of all here that God Almighty may support you, and grant you the grace to be resigned to His holy will.—Your attached Cousin, "Francis M. Colclough."		
	Letter from plaintiff to Mr. Powell one of defendant's solicitors, 17th January, 1851. "Anneville, Carlow, "17th January, 1851. "My dear Sir,—I was just sitting down to thank "you for the early communication of the fortunate "result of the hearing. Thank God for it, and "may He continue his mercy and providence in "this cause of justice.—Yours very truly, "P. S. Colclough. "Jacob Powell, Esq."		
	Letter from plaintiff to defendant, 14th April, 1852. "My dear Tom,— . . . . I trust my poor "*little cousin Mary* is recovering her health and "spirits. She could and would speak words of "comfort and resignation to others, and she should "for her family's sake take care of herself.—Yours, "my dear Tom, sincerely, "Patt S. Colclough."		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page.
That defendant is not *legitimate.*	Letter from plaintiff to defendant, not dated, but apparently July, 1853 (J). "It costs me more pain and annoyance, my dear "——, to write this letter than you can imagine ; "but I have made every effort and tried every "stratagem in vain to avoid it. I beg of you to "consult your legal advisers before you accede to "it, as I should be sorry to ask you to do anything "which could in any manner compromise you, but "it is only to acquit myself from an obligation to a "number of kind friends who undertook an obliga- "tion on themselves for me, and who will be now "greatly inconvenienced and sued, should I not be "able to relieve them. What I would request of "you to do is, to write to the manager of the "National Bank of New Ross, and to enclose the "letter to me, saying that you would not put your "name on a bill, but that if he cashed my draft on "my son for £120, you would be responsible for "it, as if your name was on it. I only ask it as an "accommodation, as I shall take it up out of my "own resources. Its being an affair of business "between myself and a number of gentry of this "country, I would keenly feel their being pressed "on my account, as I can pay it at maturity, and "as other did it for me, I think it could not injure "you. If you can safely do it, my dear fellow, do "so by return of post to Ross, as the bill will be "due on 30th instant, and I shall wait your reply "in Ross. I am sorry to hear your bairns are not "well, and trust they are better. *Affectionate love "to Mary.*—Yours very sincerely, "Patt S. Colclough."		
	Letter from plaintiff to defendant, 27th July, 1853. "My dear Tom,—I received your letter this morning, and receive, my dear fellow, my very warmest thanks. *I am very grateful for your prompt and truly friendly accommodation.* I signed the bill as directed by your letter, and forward this on to Carlow for Adams[x] signature. I feel convinced you will have the sincere thanks of my family, as I should have been in despair had I not		

x Adam Berry - the writer of the Letter
1886

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		App. to this Brief.	Page
That Defendant is not *legitimate.*	been able to settle the bill with Waters, and another n the bank. I am sorry to hear one of the little ones has not been well, and grieve any trouble should come over you. . . . . (Signed) "P. S. Colclough."		
	[Note.—The foregoing two letters (immedately preceding) were written under the following circumstances, viz. :—The plaintiff was arrested in New Ross for a debt of £80. He apprised four or five county gentlemen that if they would release him (by guarantee) from the custody of the Sub-Sheriff, Mr. Waters, he would undertake Mr. Rossborough Colclough would pay the debt and release them. Those gentlemen agreed to do so, and relased P. S. Colclough, who on that occasion wrote the foregoing letter to defendant, stating the debt was £120, and not £80. The amount was paid to him by defendant, who, instead of paying his friends who guaranteed the debt, put the money in his pocket, and left them to pay the Sheriff, which they did.]		
	First will of Chief Justice Cæsar Colclough, leaving his property to his *wife and children*, 2nd September, 1806, and providing for contingencies of the Tintern estates being inherited by his family.	21	90
	Second will of same (not dated, prior to 1813), bequeathing property to wife and daughter, and contemplating event of Tintern estates being inherited by his family.	22	91
	[Note.—John Colclough was dead at this period, and Cæsar detained in France.]		
	Third will of same, 18th November, 1818, bequeathing property to *wife and daughters*, administration of which was gsanted in England and in Ireland to his *widow.*	23	92
	[Note.—Testator does not refer to Tintern estates in this will, as Cæsar of Tintern had then re-		

Plaintiffs' Allegation.	Defendants' Evidence.—Contra.	Reference. App. to this Brief.	Reference. Page	
That Defendant is not *legitimate.*	turned, and married, and no doubt he avoided doing so, as in all probability the fact would have become known to Cæsar of Tintern. Nevertheless he contemplated the probability of his children inheriting those estates. See letter to Mrs. Stewart, dated App. p. .]			
	Registry of baptism of defendant and her sister, in Prince Edward's Island, in 1809 and 1811, describing them as children of "Chief Justice Cæsar Colclough, and Susannah Leach, *his wife.*" [NOTE.—This registry will be proved by William Kernaghan and Theophilus Stewart]	24	95	
	Evidence of Theophilus Stewart, taken before the Master, and exhibits.	25	105	
	Will of Agmondisham Vesey Colclough, describing defendant as his *cousin*, 1st October, 1840.	26	117	
	Bill filed by Sarsfield Colclough against Mrs. Boyse, 12th December, 1842, states that Cæsar, the Chief Justice, was his *eldest brother*, but that he died "without issue *male.*"	27	119	
	See depositions of Sarsfield Colclough, in Chancery case of "Rossborough *v.* Boyse," to 2nd, 3rd, 4th and 4th interrogations (separate brief, p. 8 and 10, *viva voce* evidence, page 9.)			
	Depositions of Mr. Kidd to same interrogations (same brief, pp. 32, 34.)			
	Two pedigrees annexed [one being the general pedegree of the family, and the other marked B being the pedigree prepared by Sarsfield Colclough in 1842-3.]			This pedigree, prepared by Sarsfield, shows defendant is heiress-at-law.
	Extract from diary of Henry Colclough, of Sion, County Carlow, deceased, father of late Major M'Carty Colclough.			
	"I met two Cæsar Coleloughs. Passed all "my morning with the two Coleloughs. The "Counsellor not very much altered. We knew "each other directly, though we had not met for "more than fourteen years. *Mrs. C.* was given "over the day before, but is this day out of danger.			

Plaintiffs' Allegation.	Defendants' Evidence—Contra.	Reference.	
		App. to this Brief.	Page
That Defendant is not *legitimate.*	" The other Cæsar is brother to Mrs. Brennan. ✗ " Saturday, 6.—Hot weather. *Cæsar's wife very* " *ill* last night. *He has two very fine little girls,* " eight or nine, very like the family; the eldest " has a strong resemblance to George Butler. " Walked with *Cæsar's children* for two hours " on the ramparts, which are very pretty, from " which on a clear day you can see England. " *Cæsars wife* much better. I spent the day with " the two Colcloughs. " Introduced to *Mrs. Cæsar Colclough.* She is " a very pleasant, pretty, fat little woman, chatty " and agreeable, and was very polite to me. " The Counsellor calls on us every day; *his wife* " better. He is going to live in Paris. " Am to dine with the Counsellor *en famille.* " Spent a very pleasant day. *Mrs. C. most agree-* " *able woman.* He is most outrageous with his " brothers, who have treated him shamefully. " A letter by Cæsar to Henry[o] in Paris; took " leave of *him and family* at twelve, and put him " into their coach; they are very *good people,* and " have been most attentive to me."		

o Capt Henry Colclough 3rd Buffs - Writer nephew - W.W.

The following is an outline of the *oral* evidence which will be given on behalf of defendants, to prove that defendant, Mary Grey Wentworth Colclough is heiress-at-law, viz:—

Mrs. Anne Browne,
Miss Julia Colclough,
Miss Margarite Colclough,
} Sisters of plaintiff,

Mr. John Colclough Browne,
Mr. Sarsfield Vesey Browne,
The Misses Browne,
} Nephews and nieces of plaintiff,

✗ Son of Major Richard Colclough of Jalcova and Brother of Mrs Brennan, Mrs Scott & Mrs Richard Colclough — W.W.

A Mrs. Butler,
Miss Mary Eleanor Colclough,
Mr. Beauchamp H. Colclough,
Mrs. Vivian Colclough,
B Mrs. Campion,
Mrs. McSwiney,
Mr. Whitney,
and others,
} Members of the Colclough family,

C will prove that by reputation Chief Justice Cæsar Colclough was eldest lawful son of Adam Colclough, and Sarsfield Colclough was third surviving son; that Mrs. Rossborough Colclough is daughter of Chief Justice, and heiress-at-law of Adam, of Chief Justice, and of Cæsar Colclough, of Tintern; and said Mr.
D Sarsfield V. Browne will also prove that his grandfather, Sarsfield Colclough, told him that he visited his brother, Cæsar, in London, in 1805, before going abroad, and not having previously heard of his previously intended marriage until informed he had been married, he hesitated to visit him until he asked the question
E whether the lady was really his wife, when the Chief Justice replied "upon his honour" that she was, and Sarsfield said he was perfectly satisfied, for whatever might have been his failings he would not pledge his word in a lie, and from that period he (Sarsfield) never doubted that they were legally married.

F

Lady Wood,
Theophilus Stewart,
G Sarah Thorpe,

will prove the manner in which Chief Justice and Mrs. Colclough were received and visited by the highest class of society as man and wife when residing in Prince Edward's Island and Newfoundland.

H

John H. Talbot, Esq., will give similar evidence as to Boulogne.

Theophilus Stewart and
William Kernaghan
will *prove registry of baptism* of defendant in Prince Edward's Island. A

The Pedigree.—This will be proved chiefly by Captain Beauchamp H. Colclough, and by depositions of Sarsfield Colclough and Mr. Kidd. B

Theophilus Stewart will prove handwriting of Cæsar Colclough, Chief Justice, as to his letters. C

——————————— will prove handwriting of Cæsar Colclough, of Tintern, subscribed to his letters.

Sarsfield V. Browne will prove handwriting of plaintiff and his wife and daughter, also of Sarsfield Colclough, to their letters. D

Mrs. Sherrard, widow of Agmondisham Colclough, will prove his handwriting to letter of 26th September, 1840 (Case, p. 37), and to his will; also handwriting of her father-in-law, Rev. Dudley Colclough. E
or
Mr. Whitney,

[Note.]—The evidence in detail is not printed at present, as it is considered desirable to cross-examine the witnesses personally, upon their written statements already supplied, but same, with instructions for cross-examination of plaintiff, will be furnished separately to counsel before the trial. F

Counsel is requested to advise the necessary proofs, and the mode in which same are to be made. G

POWELL and KERNAGHAN,
Defendant's Attornies. H

30*th June*, 1863.

COPY DIRECTIONS for Proofs by JOHN E. WALSH, Esq., Q.C. Counsel's direction for proofs.

As it is uncertain what the plaintiffs intend to rely on, the following proofs are directed with a view of being prepared to meet each of the cases suggested as likely to be attempted by them.

To meet any case founded on supposed defects in barring old entails, defendants should have in court *all* the title deeds in their possession or power, beginning with the settlement of 1719. Such as may be required to be used at the trial, being more than thirty years old, will be sufficiently proved by showing that they came from the proper custody. I collect that the defendants have the original deeds in every instance except the articles of 1744. It does not occur to me that they can require to refer to those articles, but it will be prudent to have an office certified copy of the memorial of them in court. The Act of Parliament of 1746 will be properly proveable by an examined copy, compared with the Parliament roll, as I presume it is not printed by the Queen's printers. The recoveries should be proved by the exemplifications, where defendants have exemplifications, or by examined or by certified copies of the records of them. The fine of 1744 is proveable by a similar copy of the record. The several recoveries and the deeds making the tenants to the præcipe, and leading to the uses of the recoveries, are the most important documents; and the defendants should be fully prepared with the evidence of every one of them. I infer there was no fine levied but the one. If the defendants have the original will of Sir Vesey Colclough, its production from the proper custody will be sufficient proof of it, as in the case of the deeds; but if they have not the original, it may be proved by the probate or a sealed office copy, after giving the plaintiffs seven days previous notice of the intention to use such probate or copy, as required by the statute 20 and 21 Vict., chap. 79 sec. 68.

To meet the suggested attempts to impeach the legitimacy of Mrs.

nsel's direction
proofs.

Colclough or her father, defendants should be prepared with the following evidence:—The leases referred to of 1754, by Adam Colclough, and of 1780 and 1781, by Sir Vesey Colclough, will be admissible for this purpose. If the original leases are forthcoming, they should be produced; but I infer they are not forthcoming, and that it is proposed to prove them by memorials from the Registry. For this a search for the originals should be proved among the title-deeds of all the defendants, and notice to produce the leases should be served. I rather think it will be unnecessary to prove any search among the title-deeds of the representative of the lessee, as the leases are so long expired; but it will be prudent to inquire, and be prepared to prove such a search. If the memorials are executed by the lessors, I think they might be held to be primary evidence for the purpose of proving the statement of relationship, but it would be imprudent to rely on this if it can be avoided. The memorials in each instance may be proved by producing the originals, or by certified office copies. If the latter be used, it will be proper to serve the ten days notice of using them required by the statute 2 and 3 Wm. 4, chap. 87, sec. 32, as it is questionable whether such notice is not still necessary. Sarsfield Colclough's settlement of 1792 will be admissable for the same purpose, but I doubt much the prudence of referring to it. Have in court the settlement of Dudley Colclough of 1802, but its admissibility may depend upon previous proof of Dudley's legitimacy, unless there be some admittedly legitimate member of the family a party to it, in which case it will be admissible It will, I think, be unnecessary and injudicious to refer to the bill filed by Sarsfield Colclough, but his depositions in Rossborough *a.* Boyse are of vital importance. To render them admissible, there should be in court an attested copy of the bill and answer in the cause, and a similar full copy of the depositions. Some one who knows his handwriting should inspect the original depositions, and be prepared to depose that the person who signed and swore them was the father of the plaintiff, Patrick S. Colclough. Have also a copy of Kidd's depositions in the same cause. If the original administration with the will annexed, or probate of the wills of Adam Colclough, Sir Vesey Colclough, or Lady Colclough, and Agmon-

A B C D E F G H

Counsel's direction for proofs.

A disham Vesey Colclough, are forthcoming, have them in court; if not, have sealed office copies from the Probate Court of the wills and grants, and let them be included in the seven days notice under the statute, 20 and 21 Vic. chap. 79, before directed with respect to Sir Vesey Colclough's will. These wills may
B also be proved by production of the originals, which I suppose are lodged in the Probate Court. The will of the late Cæsar Colclough of the 8th July, 1824, may be proved in exactly the same manner, all being more than thirty years old; no proof of handwriting will be required. All the letters of Cæsar Col-
C clough which are in defendant's possession should be in court. His handwriting may be proved by any one who has either seen him write or has corresponded with him. The same observations apply to Dudley Colclough's letters. Such of the letters as are more than thirty years old will in every case be admissible
D without proof of the handwriting, as showing that that they have been received from the proper custody, i. e. the persons to whom they were written, or their representatives. The several letters of Sarsfield Colclough, and of the plaintiff, Patrick S. Colclough, and his wife, are of great importance, and should be in
E court, and given in to prove the handwriting, if necessary. The letter of Susan Colclough is chiefly valuable from the endorsement by Cæsar Colclough, of Tintern. The letters of Cæsar Dudley Colclough and Agmondisham Vesey Colclough, as well as of any other deceased members of the family, recognising the legitimacy
F of the defendant, Mrs. Colclough, or her ancestors, will be admissible, provided they were written before, or *lis mota*, defendants should have them all in court, and be prepared to prove the handwriting of them; or to show where those more than 30 years old were got. Have in court also all the letters of Chief Justice
G Colclough, and be be prepared to show how they came into the possession of the defendants, and to prove the memoranda on them to be in the handwriting of Cæsar Colclough, of Tintern. Chief Justice Colclough's wills, will not be admissable to prove his own legitimacy, but will, I think, be evidence to prove Mrs.
H Colclough's (the defendant's) legitimacy; and the originals which I collect are in defendant's possession, should be in court. As to the baptismal certificates, I have already advised how they should be proved (when Mr, Stewart was examined

Counsel's direction for proofs.

by commission); but, if Mr. Stewart is still in this country, he, as well as Mr. Kernaghan, must be examined *viva voce* before the jury. The pedigree prepared by Sarsfield Colclough is a very important piece of evidence. The original document or documents prepared by him should be produced, and his handwriting proved; and defendants should be prepared to prove any facts or circumstances showing that the pedigree was compared or revised and approved of by him. I suppose he had interviews on the subject with Messrs. Powell and Kernaghan. To render Henry Colclough's being admissible, it must be first proved that he was a member of the family.× This relationship does not appear. It will be then necessary to prove his death and handwriting; and I think it should be shown how the book came into the possession of the defendants. The addresses to Chief Justice Colclough (as have already appeared on Mr. Stewart's examination) cannot be made evidence, neither can the copy made by Mrs. Colclough from her mother's pocket-book, and certainly not without calling her as a witness; neither do I think the letters from Lord Ponsonby or the Duke of Kent can be made use of; but it will be well to have them in court. I do not understand exactly what it is in the answer of Cæsar Colclough in the suit of Colclough (Bagnal) *v.* Colclough, that is considered important. The statements in the answer, if material, will, I think, be evidence against plaintiffs; but to render it admissible, an attested copy of the bill in the cause, as well as of the answers, should be in court. It might be very important to be prepared to prove the entry in the Registry Book at Enniscorthy. I do not understand how the entry comes to be in the Registry of Wills, &c., but perhaps the officer having custody of the book could give some explanation of this. The original book should be in the court, and a careful search should be made in the Registry, if any, of marriage licenses for the diocese about the same date. I do not attach very much importance to the slight discrepancy of dates suggested as a difficulty in recording this entry with Chief Justice Colclough's legitimacy; but it appears that the entry in the Versailles Registry and the lease of 1788 will make this quite consistent. Defendants should have a compared extract from the Versailles Registry of the

× Marry of Lion and the Chief Justice

Counsel's direction for proof.

entry referred to, and be prepared to prove it (as in the case of the baptismal registries), and should have the lease of 1788 in court. The latter will be evidence, if executed by Adam Colclough, but not otherwise.

As to the *viva voce* evidence of members of the family, it should be ascertained exactly what each witness will say as to the doubt respecting Chief Justice Colclough's marriage before any of them are called as witnesses. I do not think it absolutely necessary to examine Mrs. Browne or Lady Wood, but in a case where so much is at stake, it would be highly imprudent to omit anything that can be useful; and therefore I advise the defendants to examine these ladies by commission, if they cannot attend.

Beside the foregoing proofs applicable to the main questions suggested, defendants should be prepared to prove Matilda Colclough's pedigree, in case of any miscarriage respecting Chief Justice Colclough's pedigree. This may be done by evidence of family reputation, I presume, by the same witnesses who would be called in the principal questions. Have in court an attested copy of the affidavit made by the plaintiff, Patrick S. Colclough, on the motion to remove temporary bars, and the order made on that motion, and the notice of motion. It appears to me that this alone ought to be a ground of nonsuit. Have in c.. .t also an attested copy of the final decree in Rossborough *a.* Boyse. Let the notice to produce include all deeds, muniments of title, documents, or writings in any way relating to the lands in dispute in the possession or procurement of the defendants.

I should observe that it appears by the abstract of title formerly before me that beside the settlement of 13th June, 1767, there was a separate deed making a tenant to the præcipe, which was enrolled in the Common Pleas under the statute 21 Geo. II., chap. 11. This is, I presume, what is referred to as "a bargain and sale" in the accompanying case. There must be an attested and compared copy of this deed, with the copies of the recoveries.

Counsel's direction for proofs.

The defendants should, of course, have copies of all the instruments enrolled with them, such as the commission and warrant of attorney for the recovery of 1807 suffered by Cæsar Colclough while in France. I presume some of the lands comprised in the recovery suffered by Cæsar Colclough in 1824 (referred to in the above-mentioned abstract) are in question in this ejectment. If they be, of course that recovery should be proved in the same manner as the others. In directing *all* the title-deeds to be in court, I refer to many deeds recited in that abstract and not noticed in the accompanying case, such as recognizances to Cæsar Colclough after the suit instituted by him in 1805, and other dealings with the estates by him.

A

B

C

JOHN E. WALSH,
14 Merrion-square, South.
February 1st, 1864.

D

Proposed Proofs.—Defendant's Documentary Evidence as to Title.

	Date.	Document.	How to be proved.	Defendant's documentary evidence.
A				
		General Pedigree -	Depositions of Sarsfield Colclough and Mr. Kidd.	
B		Sarsfield Colclough's Pedigree	Sarsfield Colclough's handwriting on it.	
		Matilda Colclough's Pedigree	Same proof as to general pedigree and oral evidence of Mr. Sarsfield V. Browne, Mr. John C. Browne, Captain Beauchamp H. Colclough.	
C	1719, March 10.	Settlement -	Original will be produced.	
	1744, April 23.	Memorial of Articles -	Attested copy will be produced pursuant to notice.	
D	1744, 17 Geo. II.	Recovery -	Attested copy will be produced and proved by Mr. Saunders or Mr. Crossen.	
	1744, Easter Term 17 Geo. II.	Fine -	Ditto.	
E	1746, 19 Geo. II.	Act of Parliament -	An official printed copy or a copy examined with Parliament Roll, will be produced and proved by Mr. Saunders or Mr. Crossen.	
	1767, June 13.	Settlement and Release -	Original will be produced.	
	same.	Recovery (No. 10, p. 42). -	Office copy will be produced and proved.	
F	same.	Deed making Tenant to Præcipe.	Original will be produced.	
	1794, June 12.	Will of Sir Vesey Colclough	Attested copy will be produced pursuant to notice.	
G	1793, Nov. 17.	Will of Adam Colclough -	Ditto.	
	1807, May 30. 47 Geo. III.	Recovery -	Ditto,	
	,,	Writ of Entry -	Ditto,	
	1807, July 13.	Commission -	Ditto,	
H	,, Sept. 14.	Warrant of Attorney -	Ditto,	
	,,	Deed making Tenant to Præcipe.	Deed will be produced.	

Defendant's documentary evidence.

Date.	Document.	How to be proved.	
1807, Oct. 30.	Affidavit Proving Execution of Warrant.	Attested copy will be produced.	A
1818, Feb. 12. 59 Geo. III.	Recovery -	Exemplification will be produced.	B
1818, Nov. 2.	Deed making Tenant to Præcipe.	Deed will be produced.	
1818. Nov. 30.	Cæsar Colclough (of Tintern) Marriage Settlement.	Original will be produced.	C
1832, Aug. 17.	Will of Lady Colclough -	Attested copy will be produced pursuant to notice.	
1853, April, 19	Decree ("Rossborough *v.* Boyse").	Attested copy will be produced and proved, also bill and answer.	D
1858, Nov.	Decree (same cause) -	Ditto,	
	General Documentary Evidence.		E
1753, Jan. 31.	License for Marriage of Adam Colclough.	Original book will be produced.	
1754, Feb. 28.	Lease—Cæsar Colclough to Adam Colclough.	Attested copy memorial will be produced pursuant to notice, and signature of officer proved, also search for original lease.	F
1780. Nov. 28.	Lease—Sir Vesey Colclough to Adam Colclough.	Ditto.	
1781,	Lease—same to same -	Ditto.	G
1788, Jan. 24.	Lease—Rowe to same -	Original lease will be produced.	
1792, July, 3.	Settlement of Sarsfield Colclough.	Copy memorial will be produced and proved.	
1802, Feb. 27.	Settlement of Dudley Colclough.	Original deed will be produced.	H
1809–1811.	Certificates of Baptism of Defendant and her sister.	Proved by copies to be produced by Mr. Stewart and Mr. Wm. Kernaghan.	

Defendant's documentary evidence.

	Date.	Document.	How to be proved.
A			
B	1809–1811.	Evidence as to same being Recorded pursuant to Colonial Law.	Mr. Stewart. [See his Depositions, App. p. 105.]
	1806 and 1809 to 1811.	1st and 2nd Wills of Chief Justice Cæsar Colclough (Ap. to Brief, p. 91).	Handwriting will be proved by Mr. Stewart.
C	1818, Nov. 17.	Last Will of Chief Justice Cæsar Colclough.	Attested copy and probate will be produced pursuant to notice.
		Letters of Chief Justice Cæsar Colclough.	To be proved by Mr. Stewart.
D	1822,	Registry of death, burial, and age of Chief Justice Cæsar Colclough in Versailles.	Proved by Mr. Nesbitt and Mr. ——— a French Advocate.
E	1824,	Will of Cæsar Colclough of Tintern.	Proves itself being 30 years old, and will be produced by Mr. Simon Little, agent of his widow, or by a clerk of Mr. Rowcliffe, solicitor for Mrs. Boyse,
	1840, Oct. 1.	Will of Agmondisham Vesey Colclough.	Attested copy will be produced.
	" Sept. 26.	Letter from same (p. 37).	Mr. Whitney will prove this.
F		Depositions of Mr. Stewart.	Attested copy, or himself in person.
		Depositions of Mrs. Butler, - Depositions of Mrs. Browne, - Depositions of Lady Wood, -	} Attested copy.
G		Bill and answer, and depositions, and final decree in "Rossborough *v.* Boyse." Answer of Cæsar Colclough in "Colclough *v.* Colclough," and bill filed by Sarsfield Colclough against Mrs. Boyse in 1842.	} Attested copies.
H	1849 to 1857.	Letters written by Sarsfield Colclough, and by plaintiff and his wife and family, and by Dudley Colclough.	To be proved by some of the witnesses to be produced by plaintiffs, and if not, by other persons whose names will be furnished to counsel.
	1863, Feb. 17.	Affidavit by plaintiff as to temporary bars and order.	Proved by attested copies.

Personal Evidence. PERSONAL EVIDENCE to be given on behalf of Defendants (irrespective of Evidence by Depositions of Sarsfield Colclough and Mr. Kidd, in Chancery Cause.) A

Sarah Thorpe—Is a very old woman; was nurse to defendant in Prince Edward's Island; is a native of London; was hired in London (when a girl of only sixteen years old) by Chief Justice and Mrs. Colclough upon occasion of their going to Prince Edward's Island; the Chief Justice and Mrs. Colclough were then in the habit of stopping at a hotel in London where the witness lived as a girl; they took a fancy to witness, who went to America with them. B C D

Witness lived with them during all the time they were there, and witness was with them when all their children were born, and remained in the colony after they left E

Witness proves, that in London, before they left for the colony, and while in the colony, they were reputed to be and received as man and wife, and visited by persons of distinction and position. F

Theophilus Stewart, of Prince Edward's Island, (see his depositions, appendix, p. 105).

[NOTE.—As he is still in this country he must be examined *viva voce;* he is a very honest, candid, but extremely excitable and irritable gentleman; he should be examined on the direct, very shortly, as on each question on cross examination he will give, in a more effective manner, evidence in favor of defendants.] G

A **Sarah Thorpe**—Is about seventy-five years of age, and was about sixteen years old at the period I am about to refer to.

My maiden name was Sarah Bollord; I was
B niece of Mrs. Suttil, who kept an hotel called the "Ordnance Arms," on the Surrey side of Westminster-bridge, in London, at the corner of Pedlar-acre.

C It was a good hotel, and frequented by persons of distinction.

I recollect the Bishop of Chichester, Mr.
D Nicholson, the Mayor of Rochester, the Count and Countess Ryland, and other persons of distinction coming to the hotel and stopping there. Gentlemen connected with Parliamentary business and
E the Ordnance Department also stayed there.

I recollect that Mr. (afterwards Chief Justice) and Mrs. Colclough were in the habit of visiting
F and remaining at the hotel.

The first time I recollect seeing Mr. Colclough was in the year 1805, as well as I can remember; he was not then accompanied by Mrs. Colclough;
G at that time he remained about a week.

When I first saw him at the hotel he was understood to be a married man, living near
H Windsor, at Bishopsgate; he appeared to have business at the House of Commons.

Personal Evidence.

After Mr. Colclough came on the first occasion, he and Mrs. Colclough were in the habit of frequenting the hotel occasionally, and about one year and a-half elapsed between the time when I first met Mr. and Mrs. Colclough, until they ceased to frequent the hotel, which was when they left England for Prince Edward's Island.

When they were in the habit of visiting the hotel, I recollect they were visited by a Mr. Byrne, an Irish gentleman, who was in the habit of calling on them and dining with them.

Upon the last occasion on which they came to the hotel they remained about a fortnight. That was towards the end of the year, 1806.

They then proposed to my aunt and myself to hire me as an attendant on Mrs. Colclough to proceed with her to America, and as my aunt consented, I agreed to go with them.

When they entered into the agreement with me, I went to Bishopsgate, near Windsor, where they were then residing; it was a furnished cottage, and they were attended by the landlady, and by a young man named John Thorpe, from Wexford, in Ireland, who afterwards became my husband.

When I went to Bishopsgate, I was told by Mrs. Colclough and by John Thorpe that her brother-in-law, Mr. Sarsfield Colclough, had come

from Ireland on a visit to them, and had left a few days before my arrival, and that he had brought over the said John Thorpe to accompany Mr. Colclough as his servant man.

Mrs. Colclough showed me, at Bishopsgate, a pair of diamond ear-rings which she said her brother-in-law, Sarsfield Colclough, had given her as a present.

About three weeks before we left for America, Mr. and Mrs. Colclough went to London to make final arrangements for their departure, and remained about one week there, and, as I was informed by them, at my aunt's hotel.

Before we left my aunt came down to Bishopsgate to see and take leave of me, and Miss Leach, an elder sister of Mrs. Colclough, accompanied by a gentleman whose name I did not know, came to take leave of Mr. and Mrs. Colclough, and dined with them.

Miss Leach and Mrs. Colclough appeared greatly attached, and to be much affected on parting.

I did not know, on her arrival, that she was Mrs. Colclough's sister; but when I observed them crying, Mrs. Colclough told me she was.

My aunt and Miss Leach arrived at Bishopsgate in the same conveyance; there was an omni-

Personal Evidence.

bus from London to Egham (half-way stage), and I do not know whether they came together in that omnibus, but I believe they arrived at Bishopsgate in the same carriage. A

In conversation with Mrs. Colclough, before we left England, she said, she thought she would not have any children, as she had been two years married; she also said she first met Mr. Colclough when visiting some friends of hers, a Mrs. Babington and her daughters, on their arrival from Oporto; and she also said that her father and mother were both dead; that she never saw her mother, as she was the youngest child, and her mother had died during her confinement; and that she (Mrs. Colclough) had been brought up in London. B C D

We sailed from Falmouth on October, 1806, and we remained the winter in Halifax, before proceeding to Prince Edward's Island. E

In September, 1807, their first child was born; he was a son, but died immediately after his birth; afterwards the two other children (daughters) were born while I was with them. F

[The witness will depose to them being received as man and wife in the colony, visiting and being visited by all persons of position there, &c.] G

Mr. Colclough talked of his cousin's estates at Tintern, and said if they ever got the property they should provide for John Thorpe and me. H

I recollect Mr. Colclough in the year 1807, about the time when their first child was born, receiving a letter from Ireland, stating that his cousin, John Colclough, had been shot in a duel; when he added, "If Cæsar is not found, I am the next heir."

He told me that Cæsar Colclough was detained as a prisoner in France, and that McCord was the agent and manager of the estates, and had robbed his employer.

Mr. Colclough also said if he got the estates of his cousin, and if his children should forget me, he would not rest in his grave.

He also referred to his own property at Glaslacken, and said he thought he was also entitled to some property in the Duffry estate, and that his brothers did not give him as much of the rents as he was entitled to.

I lived with them all the time they were in Prince Edward's Island, and John Thorpe and I went with them to Newfoundland in 1813.

When in Newfoundland I married John Thorpe, but we continued to live in the same town with them (St. John's) until they returned to England—Mr. Colclough in 1815, and Mrs. Colclough in 1816.

Personal Evidence.

My husband was afterwards drowned, and I remained in Newfoundland until in 1860 I was sent for and brought home by Mrs. Rosborough Colclough, in accordance with the expressed wish of her father, and I have since been taken care of by her.

While in Prince Edward's Island or Newfoundland, I never heard of any ceremony of marriage between the Chief Justice and Mrs. Colclough, and none could have occurred, as I believe, without its having been spoken of.

[It has been omitted to state, that when residing at Bishopsgate, near Windsor, the witness observed the Duke of Kent and Mr. Colclough to be on intimate and friendly terms, shaking hands when they met in the Park; and on one occasion the Duke said, "Well, Colclough, not gone yet;" she also recollects seeing the Duke meet him when Mrs. Colclough was with him, and salute her; Mr. and Mrs. Colclough were also in the habit of walking on the terrace of the Castle with the other respectable inhabitants of Windsor].

A **Mr. William Kernaghan**—Will prove he went to Prince Edward's Island and compared original documents with the copies referred to in Mr. Stewart's evidence, and that the copies are true copies.

B **Mrs. Sarah Butler,** late of Wexford, now of 68 Connaught Terrace, Hyde Park, London, (See her depositions taken under Commission, appendix 43, p. 135.)

a daughter of Henry Colclough of Nine, Co. Carlow ...

C [Note.—This lady is well known and greatly respected in Wexford; she is sister of the late Major M'Carty Colclough, late Inspector of Constabulary for the county; she now resides in London, and being about 75 years of age and in very delicate health, was unable to come to Ireland to be personally examined; she is one of the very few members of the Col-

D clough family now old enough to have had the opportunity of seeing and to have been in a position to see the Chief Justice and Mrs. Colclough before the death of the Chief Justice.]

E **Mrs. Anne Browne**—Is eldest sister of the plaintiff, Patrick Sarsfield Colclough, and widow of the late Captain Nicholas Browne, resides at No. 2 Royal Terrace, Kingstown, (See her depositions taken under order of the court,

F appendix , p.)

[Note.—This lady is upwards of 75 years of age, and wholly unable to attend. She is the eldest child of late Sarsfield Colclough. She has been examined in this cause at great inconvenience to herself and risk to her

G life, and submitted to that examination to enable defendants to prove they did not shrink from examining her as the eldest child of the late Sarsfield Colclough.

H It is proposed to examine Miss Marguerite Colclough, her sister, for the same purpose, if well enough to attend, but it is not proposed to examine Mrs. Brennan, who, besides the plaintiff, is the only other

Personal Evidence.

child of Sarsfield Colclough, as she has united with her brother the plaintiff, Patrick S. Colclough, in supporting these proceedings, and it is believed she has applied £750, which she recovered against the Dublin and Wicklow Railway Company, as damages for an accident caused to her son, in supporting his claim in this action.] A

Lady Louisa Augusta Wood—[See her depositions to be taken by commission, which will be printed in separate brief, if not found at end of appendix.] B

Mrs. Susan Colclough—The maiden name of witness was Susan Stephens; resides in Dublin. Is not in any manner mixed up or connected with any of the Colclough family, save that she was married to the late Captain Colclough (the Carlow branch of the family), who was uncle of the present Captain Beauchamp Henry Colclough, of Wexford, and is in no way identified with any of the parties to this cause, save by reason of such connexion. C D E

Through her marriage with Captain Colclough she became acquainted with the Colclough family, and amongst other members of them with the Chief Justice Cæsar Colclough and his wife, and recollects meeting them in France before his death, when their respective families visited each other. F

Mrs. Colclough (Susan Leach) was then known and acknowledged as the wife of the Chief Justice, and received by the family connexion as such. The contrary was never alleged to the knowledge or belief of witness; and their children (including defendant, Mary) were received and reputed to be legitimate. G H

After the return of Mrs. Colclough and her family (including defendant, Mary) to Ireland, on the death of the Chief Justice, they were received and acknowledged in a similar manner by the several members of the Colclough family in Ireland; and witness knows that Mrs. Colclough (defendant's mother) was greatly respected and esteemed amongst and by the several members of the Colclough family in Ireland.

Mrs. Mary Campion—Is wife of Dr. Campion, of Kilkenny; was formerly Miss Mary Colclough, daughter of Bagenal Colclough, of Co. Wexford.

[NOTE.—Bagenal Colclough was a great favourite in the county; was somewhat improvident; had been a great friend of Cæsar Colclough, of Tintern, but being persecuted and evicted by his wife (Mrs. Boyse) was obliged to emigrate to America, where he died.]

Witness knew the late Mrs. Colclough, the mother of defendant, after she came to Ireland, and until her death.

Witness is acquainted with the various members of the Colclough family; is a connexion of the defendant, Mrs. Rossborough Colclough, and is also not only a connexion of the plaintiff, Patrick Sarsfield Colclough, but of his late wife. From the reputation and belief in the Colclough family, the defendant, Mary, is the heiress at law of her grandfather, Adam Colclough, of her father, Chief Justice Colclough, and

Personal Evidence.

also of the late Cæsar Colclough, of Tintern. She was always reputed and believed, without doubt or suspicion, and is still so reputed and believed to be such heiress at law, and the legitimate daughter of the Chief Justice and of Susan Leach, his wife, who was always reputed and believed by the Colclough family to be his lawful wife; and witness never heard the contrary asserted or mooted until alleged by the present plaintiff after his quarrel with defendant, during their proceedings with Mrs. Boyse, and after the first trial of the issue at Wexford in that cause. Frequently heard the plaintiff refer to defendant as his cousin, and to her mother as his aunt. A B C D

Miss Mary Eleanor Colclough—Is daughter of the late Beauchamp Urquart Colclough, and was cousin of the late Major M'Carty Colclough. + niece of Capt Henry Colclough 3rd Regt E

[Note.—This lady resides in Wexford, and is greatly respected in the county.]

Will prove that by general reputation of the Colclough family defendant is heiress at law of Adam, Chief Justice Cæsar, and Cæsar Colclough, of Tintern; also that she is the legitimate child of the Chief Justice and his wife, and that Mrs. Susan Colclough was his wife, and never heard any rumour to the contrary until after the plaintiff had quarrelled with them, after the trial of the first issue in "Rossborough *v.* Boyse," in Wexford; and that when such information was made, it was not and is not believed in the Colclough family. F G H

A Captain Beauchamp H. Colclough—Resides in Wexford, and is Captain in the Wexford Regiment of Militia. Personal Evidence.

B Is son of the late Guy Carleton Colclough, who was nephew of Henry Colclough, of Sion, Co. Carlow.

C Is the next male representative of the Wexford and Carlow Colclough family, failing the plaintiff, Patrick S. Colclough.

D Witness has taken considerable interest in the pedigree of the family, and is able by reputation to prove it.

E According to that reputation the defendant, Mary, is the lawful daughter of her father, the Chief Justice Cæsar Colclough, the lawful grandaughter of her grandfather, Adam Colclough, and the heiress at law of both, as well as of Cæsar Colclough, of Tintern,

F and witness never heard she was not considered to be such until recently alleged not to be so by the plaintiff, Patrick S. Colclough.

G If cross-examined as to the marriage of Adam Colclough—Witness will be obliged to admit that there was a rumour in the family that Miss Byrne, who was married to Adam Colclough, had been previously privately married ~~to a Mr. Archer, of Co. Kildare,~~ and that ~~he~~ her first husband was living when she was married to Adam Colclough; nevertheless that such was not believed by the family to be true,

H

I never said, or heard, that Mary Anne Byrne had been married to a Mr Archer — and where Mr Kernaghan got that information from I don't know — but I have perfectly satisfied myself the whole story is a myth — Adam and Mary Anne were not cousins, and had been intimate all their lives — J.H.C.

Personal Evidence.

as it was believed that Adam's children were legitimate, and were treated as such; but on the death of John Colclough, the brother of Cæsar, in 1807, Henry Colclough, of Sion, Co. Carlow, the uncle of witness (believing that Cæsar, of Tintern, was dead), went to Tintern and claimed possesion of the estates as heir male and heir at law, upon the alleged grounds that Cæsar, the Chief Justice, Dudley and Sarsfield, as children of Adam, were all illegitimate. However, he did not persevere in this claim, and it is to be observed that the same Henry afterwards died in a lunatic asylum.

If cross examined as to Chief Justice Cæsar Colclough and his wife—This witness will be obliged to admit that on his return to this country from Canada (where he was brought up) in 1849-50, he heard a rumour in the family that the Chief Justice and Mrs. Colclough lived together before they were married, but that they were married before any child was born; that though there was a rumour to that effect, it was not believed by nor was it the reputation of the family; and it may be accounted for by the fact, that the *lis mota* existed at that time, the proceedings against Mrs. Boyse having commenced.

It is considered indispensable to produce this witness, by reason of his high standing with the gentry of Wexford, and from the fact that he is considered to be the *de facto* male representative of the family; and in consequence of the intimate, friendly, and social terms of intimacy known to exist between

him and the defendants, a vast importance would be attributed to his absence. Personal Evidence.

John Colclough Browne,
Sarsfield Vesey Browne,
The Misses. Browne,

Sons and daughters of Mrs, ~~Jane~~ Anne Browne and of late Captain Nicholas Browne, and grandchildren of late Sarsfield Colclough, will prove the heirship of defendant Mary, according to reputation of the Colclough family, that Chief Justice Cæsar Colclough was the eldest legitimate son of Adam, and that defendant Mary is his legitimate daughter and heiress at law; that they never heard anything to the contrary even mooted until after plaintiff, Patrick Sarsfield Colclough quarrelled with the defendants, and witnesses are personally aware that until that period and for many years previously the plaintiffs asserted and alleged defendant was heiress at law, and assisted her in proving her claim to the estates on that ground, and recognised her as their cousin and her mother as their aunt.

John Talbot, Esq.—Resides in county Wexford; was intimately acquainted with the Colclough family, including the Chief Justice, and is remotely related to the family.

Will prove that by reputation the Chief Justice was the eldest son of Adam Colclough; that Mrs. Susan Colclough (Leach) was his lawful wife, and that defendant, Mary, was and is their lawful child.

That he met and visited the Chief Justice and his wife and family in France, after their return from Newfound-

Personal Evidence.

land in 1816, and that Mrs. Colclough was then received, reputed, and associated with by the relations of the family as the lawful wife of the Chief Justice, and their children as their legitimate offspring. A

[This witness is the Mr. Talbot referred to in the diary of Henry Colclough, referred to in depositions of Mrs. Butler.] B

Thomas Whitney, Esq., Merton, county Wexford, the wife of witness, now deceased, was a member of the Colclough family ;[x] and witness is able to say from reputation of the family, that defendant, Mary, was the lawful daughter of Chief Justice Cæsar Colclough and his wife Susan Leach ; and witness and his family became intimately acquainted with the widow of the Chief Justice and his family on their return to Ireland after his decease, when they were received by witness and his family as the lawful widow and children of the Chief Justice. C D E

Witness can also prove that they were so received and recognised by Agmondisham Vesey Colclough, the son of Dudley, who would have been entitled to the estates had the defendant, Mary, not been legitimate. F

Mr. Henry Nesbitt, of London—Will give formal proof of registry at Versailles, of age of Chief Justice Cæsar Colclough (68) when he died in February, 1822. G

Mr. ————————, an advocate from France, will prove that by the law in France such registry is evidence of the facts stated in it, and that by such law it is necessary to record the age of the deceased, and that the age as so recorded is admitted to be the correct age. H

x Mrs Whitney Sister was married to the Rev? Wm Eley Colclough? — E.W.P.

APPENDIX No. 1.

COURT OF EXCHEQUER.

Summons and Plaint in Ejectment. (Title.)

A Patrick Sarsfield Colclough, of Dorset-street, in the county of the city of Dublin, Esquire, Felix Fitzpatrick, of Dominick-street, in the said county of the city of Dublin, barrister-at-law, and Michael Murphy, and Charles Henry James, both of Upper Ormond-quay, in said B county of the city of Dublin, assignees of the Court of Bankruptcy and Insolvency in Ireland, which said Felix Fitzpatrick, Michael Murphy, and Charles Henry James are assignees of the estate and effects of the said Patrick Sarsfield Colclough,

C *Plaintiffs;*

John Thomas Rossborough, calling himself John Thomas Rossborough Colclough, and Mary Grey Wentworth Rossborough, calling herself Mary Grey Wentworth Rossborough Colclough, his wife, and others,

D *Defendants.*

County of Wexford.

VICTORIA, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and soforth, to the said John Thomas Rossborough, calling himself John Thomas Rossborough Colclough, and Mary Grey Wentworth Rossborough, calling herself Mary Grey Wentworth Rossborough Colclough, his wife, and all persons concerned, Greeting: John Thomas Rossborough, calling himself John Thomas Rossborough Colclough, and Mary Grey Wentworth Rossborough, calling herself Mary Grey Wentworth Rossborough Colclough, his wife, the defendants, have been summoned to answer the complaint of Patrick Sarsfield Colclough, Felix Fitz-E patrick, Michael Murphy, and Charles Henry James (which said Felix Fitzpatrick, Michael Murphy, and Charles Henry James, are assignees of the estate and effects of the said Patrick Sarsfield Colclough) the plaintiffs, who complain that the plaintiffs, or some or one of them, on the 1st day of February, 1855, became, and were and are still entitled to the quiet and peaceable possession of All That and F Those the mansion-house and offices known as Tintern Abbey, together with the

APPENDIX No. 3.

APPENDIX No 3.

The Issue.

Therefore let the jury try—

Whether the plaintiff was entitled to the possession of the said lands, or any part of them, on said day, or at any time subsequent to such day, and before the commencement of the action, and whether the plaintiff is entitled to any, and what damages, for loss of mesne rates and profits?

APPENDIX No. 4.

APPENDIX No. 4.

Short Abstract of early Title to the Estates of the Colclough family.

5th Edward VI. 1551—October 5th.

Lease from the Crown to Thomas Wood, for term of 40 years.

By Indenture of date in margin and made between his late Majesty King Edward VI., of the one part, and Thomas Wood, gentleman, of the other part. It Was Witnessed that his said Majesty demised, granted, and to farm let unto the said Thomas Wood and his assigns. The scite and precinct of the late Abbey of Tintern, in the county of Wexford, and all messuages, lands, tenements, and other hereditaments, with their appurtenances in the towns and fields of Tintern, Nash, Drumnaine, Rathtimney, Bole, Scarte, Dwyndowe, Tubbernasson, Ballygarvil, Gaynorton, Ballytarsin, and the two Watermills, in the said town of Tintern, called the Castlemills, with all streams, waters, pools, and other appurtenances, and all and singular tithes, oblations, alterages, and other profits whatsoever appertaining or belonging to parish churches and chapels of Tintern, St. Kyrryan, and Kormoren, otherwise called St. Skream, otherwise St. Keran and Temoran, St. Leonard's le Nayche, Donmain, and Clonmines, 3 score acres arable land, pasture, and wood, in the town of St. Kearns, 3 score acres arable land, pasture, and wood, in the town of Kinmore, and 120 acres arable land, meadow, and pasture, in the town of Bannow, with the passage of the water there, 104 score acres arable land, pasture, wood, and moor, in the town of St. Brandon, 3 score acres arable land, meadow, pasture, and wood, in the town of St. Leonard's, all mesne lands and hereditaments, with their appurtenances in the Grange of Killnoore, all mesne lands, rents, and hereditaments, with their appurtenances in the town and fields of Ballyeross, Pollenton, Ballybought, and Castleton, 20 acres arable land, 40 acres pasture and moor, in the town of Rathdown, 1 manse land, 3 score acres arable land, in Clonegadden, 3 score acres arable land, pasture, wood, and moor, in the town of Rathnegeragh, 120 acres arable land, meadow, pasture, and wood, in one of the towns of the Shaltes, 3

APPENDIX No. 4.

Short Abstract of early Title to the Estates of Colclough family.

score acres arable land, meadow, pasture, and wood, in the other town of the Shaltes, five shillings rent going out of the town of Killanke, in Fassagh Centrie, the whole barony of Tymolin, containing by estimation, 400 acres arable land, 300 acres pasture and wood, one tenement in the town of Ross, one tenement in the town of Wexford, and three tenements in the city of Waterford, with their appurtenances and the rectory and tythes of the Bannow, with the tythes of the town of St. Blandon, with the tythes of the town of Carrick, the tythes of the chapel of St. Bowyoke, the rectory and tythes of Killohan, and the moiety of the tythes of the same parish, the rectory, and tythes of Kilturke, the rectory and tythes of Kilmoore, the rectory and tythes of Ballygaroan, the rectory and tythes of Tymolin, the rectory and tythes of Whitechurch in Fassaghbentrie, and five shillings and eightpence of pension yearly going out of the vicarage of the parish church of Killanke, the rents and reservations of all and singular the premises and any parcel thereof, with their appurtenances lately belonging to the said Abbey of Tintern, in the said county of Wexford. To HOLD all and singular the said rectories and tythes, mesne, lands, and tenements, with their appurtenances unto the said Thomas Wood, for the period of forty years from the several periods therein mentioned, subject to the several yearly rents therein mentioned.

A B C D

11th Elizabeth, 1569. 10th February. Lease from the Crown to Anthony Colclough, dated

Term 30 years.

By Indenture of date in margin and made between Elizabeth, Queen of England, France, and Ireland, of the one part, and Anthony Colclough of Tyntern, in the county of Wexford, gentleman, of the other part. RECITING the next hereinbefore abstracted lease from King Edward to Thomas Wood. AND RECITING that all the estate and interest of the said Thomas Wood of and in the premises the said Anthony then had, of all which and singular the premises the reversion did by just, right, and title of inheritance belong and appertain unto her said majesty, who, in consideration of the good and lawful service which the said Anthony Colclough had done and intended to do unto her said majesty, for herself, her heirs, and successors to the said Anthony Colclough, and to his assigns, the said site and precinct of the late Abbey of Tintern, in the county of Wexford aforesaid, and all the said messuages and other hereditaments, with their appurtenances in the town and fields of Tintern, Nayche, Domnayn, Ranekennagh, Bole, Scart, Dwyndowe, Tobernassan, Ballygarvy, Gaynston, and Ballycarssyn, two watermills in the old town of Tenterne, called the Salt Mills, with all streams, waters, pools, and other appurtenances aforesaid, and all and singular the said tythes, oblations, alterages and other profits whatsoever, pertaining or belonging to the parish churches and chappels of Tynterne, St. Keryan, and Kermoren, otherwise called St. Skrean, otherwise St. Keran, and Temoren, St. Leonard's le Naych, Donnayne, and Clonmayn aforesaid, 3 score acres arable land and wood, in the town of St. Keran, 3 score acres of arable land, meadow, pasture, and wood in the town of Kennore, 120 acres of arable land, meadow, and pasture, in the town of Bannow, with the passage of the water there, 104 score acres of arable land, pasture, wood, and moor, in the town of St. Brandon, 3 score acres arable land, meadow, pasture, and wood, in the town of St. Leonard aforesaid, all the said messuages, lands, tenements, and hereditaments, with the appur-

E F G H

Short Abstract of early Title to the Estates of Colclough family.

A tenances in the said Grange of Kilmore, all messuages, lands, tenements, and hereditaments, with their appurtenances in the town and fields of Ballycross, Pollenton, Ballybrought, and Castleton aforesaid, 20 acres of arable land and 40 acres of pasture and moor, in the town of Rathdowne aforesaid, 1 messuage, 3 score acres of arable land, pasture, wood, meadow, and moor, in the town of Rathnegarrah aforesaid, 120 acres of arable land, meadow, pasture, and wood, in B one of the towns of Shaltes, 3 score acres of arable land, meadow, pasture, and wood, in other town of the Shaltes aforesaid, five shillings rent going out of the towns of Killomke and Fassaghbentrie, the whole barony of Tymolin, containing by estimation 400 acres of arable land, 300 acres of pasture and wood, 1 tenement in the town of Ross, 1 tenement in the town of Wexford, and 3 tenements in the city of Waterford, with their appurtenances aforesaid, and the rectory and C tythes of the Banno, with the tythes of the town of St. Brandon, the tythes of the town of Carrick, the tythes of the chappel of St. Burick, the rectory and tythes of Kilcohan, and the moiety of the tythes of the same parish aforesaid, the rectory and tythes of Kiltinke, the rectory and tythes of Kilmore, the rectory and tythes of Ballygarion, the rectory and tythes of Tymolin, the rectory and tythes of Whitechurch, Fassaghbentrie aforesaid, and six shillings and eightpence D of pension yearly going out of the vicarage of the parish church of Killagge, and the rents and reversions of all and singular the premises and every parcel thereof, with their appurtenances aforesaid, great trees, woods, underwoods growing, and that thereafter, should grow in and upon the premises or any parcel thereof, advowsons of churches, knights' fees, wards, marriages, reliefs, escheats, casualties, and fines of all and singular the premises and every parcel thereof, and all kinds of E mines growing in and upon the premises or any parcel thereof, the tythes and alterages to the vicars and curates of the said rectories and churches and every of them belonging only excepted, and to her said majesty, her heirs, and successors, always reserved, yearly to the said Anthony Colclough and his assigns during his and their interest and term of years in the premises sufficient housebote, hedgebote, firebote, ploughbote, and cartbote, to be expended in and upon the premises F and not elsewhere. To HOLD all and singular the said messuages, lands, and tenements, rectories and tythes, with the appurtenances (except as before excepted) unto the said Anthony Colclough and his assigns from the feast of St. Michael the Archangel, which should be in the year of our Lord God, 1598, and from the several other persons therein mentioned, unto the end of the term and for the term of thirty years then next fully to be completed and ended. Subject to the G payment of the several rents therein mentioned.

18th Elizabeth, 1576 August 27th. Patent to Anthony Colclough.

Queen Elizabeth by Letters Patent of this date, in the eighteenth year of her reign, in consideration of the good, true, and faithful service which her faithful servant Anthony Colclough had rendered to her and thereafter intended to render, and also in consideration that the said Anthony had surrendered to her H his estate in interest in the barony of St. Malin, in the county of Caterlough, otherwise called St. Molyns, granted and confirmed to the aforesaid Anthony Colclough. The house, scite, circuit, ambite, farm, soil, and prescinct of the late

APPENDIX No. 4.

Short Abstract of early Title to the Estates of Colclough family.

abbey or monastery of Tintern, in the county of Wexford, and all and singular A
the castles, tenements, houses, cottages, edifices, lands, tenements, meadows,
feedings, pastures, woods, underwoods, moors, furze, heath, waters, fisheries,
watercourse, mills, parks, closures, orchards, gardens, rents, revennes, and other
our hereditaments whatsoever, with their appurtenances situate, lying, issuing,
coming, and being in form and of the towns, villages, places, and fields of Tintern,
le Nashe, Donaghmayne, Rathnegerough, Bowle, Scarte, Donedowne, otherwise B
Owenduff, Tubbernasson, Ballyawey, Gaynstown, Ballytarsin, and Clonyn, in the
aforesaid county of Wexford of the dominical lands of the said late monastery of
Tintern aforesaid, and also all and singular the messuages, cottages, houses,
edifices, lands, tenements, meadows, feedings, pastures, moors, furze, heath,
waters, fisheries, fishings, mills, parks, closures, orchards, gardens, rents, revenues,
services, customs, and other our hereditaments whatsoever, with their appur- C
tenances situate lying and being in the towns, villages, hamlets, and fields of
Saynet Brandon, the Grange of Kilmore, Ballybought, and Castletowne,
in our said county of Wexford, parcels of the possession of the late abbey or
monastery of Tintern aforesaid, and all other castles, messuages, edifices cottages,
lands, tenements, rents, revenues, and services, moors, meadows, feedings, pastures,
woods, underwoods, and trees, whatsoever of in or upon the premises or any parcel D
thereof growing or being and the entire farm and soil of the same woods, under-
woods, and trees, waters, watercourses, gulphs, fisheries, or fishings, mills, dove-
houses, parks, furze, heath, turbaries, mountains, commons, ways, heriots, ponds,
lakes, free warrens, markets, fairs, tolls, courts-leets, view of frankpledge, do ap-
pertain customs, profits, commodities, franchises, liberties, privileges, rights,
emoluments, and all and singular other hereditaments whatsoever, with all their E
rights, members, and appurtenances of whatsoever kind nature or appearance that
might be or by whatsoever names they are known, called, or distinguished in the
scite, stall, ambite, and precinct of the abbey or monastery of Tintern aforesaid,
and all the towns, villages, hamlets, and places, known of Tintern, le Nash,
Donnaghmayne, Rathnegerrah, Bowle, Scarte, Donnedowne, Tobbernasson,
Clomyn, St. Brandon, the Grange of Kilmore, Ballyboght, and Castletowne F
aforesaid, and in every of them and in the fields of the same and every of them
or which were had known, occupied, named, accepted, used, or reputed as mem-
ber part or parcel of the abbey or monastery of Tintern aforesaid.

We also give and by these presents grant for us, our heirs, and
successors to the aforesaid Anthony Colclough. All and singular tythes of G
grain, hay, and furze, and other fruits coming to the churches, rectories, or
chapels of Tintern, St. Keran and Kemoren, otherwise St. Keran, St. Leonard
de le Nayshe, Donaghmayne, Clomyn ane Smolinge, with their appurtenances
in the aforesaid county of Wexford, in any manner appertaining or belonging.
And also all and singular, the castles, messuages, mansions, houses, edifices,
lands, tenements, orchards, gardens orchards, tythes, as well great as small oblations, H
alterages, obvensions, commodities, profits, advantages, and emoluments whatso-
ever; also all other and singular the hereditaments as were spiritual as tempo-

A ral, with their rights, members, and appurtenances anywhere in the towns, villages, hamlets, and places of Tintern, St. Keran and Kermoran, otherwise St. Keran, St. Leonard le Nayche, Donnaghmayne, Clonmyn and St. Molinge, or in any other towns, villages, hamlets, or places and plains within our kingdom of Ireland, to the said churches, rectories, or chapels belonging, or appertaining, of whatsoever kind, nature or appearance they be, or by whatsoever names they are B known or distinguished, and which were lately had, known, occupied, manured, accepted. used, or reputed as member part or parcel of the churches, rectories, or chapels aforesaid, or either of them, or any parcel thereof, so fully, freely and entirely, and in such ample manner and form as any farmer or farmers, or any other or others at any time thereinbefore, the premises or any parcel thereof, had, held, occupied, or enjoyed of our demise, or of any other proprietors, or C ought or could enjoy, or hold by reason of any right, title, or in any other manner whatsoever, and so fully, freely, and entirely, and in such ample manner and form, and with all and such rights, members, commodities, profits, advantages, and emoluments whatsoever, as All Those and singular came or ought to come to the hands of the father, Henry the VIII., late King of England, or of any our projenitor, or to her hands by reason or pretext of any charter, gift, D grant, or compensation, or surrender, inquisition, or by reason or pretext of attainder, forfeiture, or any act or statute of parliament or otherwise, in whatsoever manner, and in her hands, or of her tenants, occupiers, or farmers, or projenitors or predecessors, had been or ought to have been by whatsoever right or title. And also gave and granted for her, her heirs and successors, to the aforesaid Anthony Colclough, the revenue and revenues of all and singular E the premises, with the appurtenances, and the rents, services, and other profits and commodities whatsoever, upon whatsover, demises, places, donations, or grants of the premises or any parcel thereof, made or has reserved, and to the same revenue and every of them belonging. To Hold and enjoy the aforesaid scite, stores, ambit, and precint, before said the aforesaid towns, villages, hamlets of Tintern le Nayshe, castles, messuages, houses, F edifices, cottages, lands, tenements, rents, services, moors, meadows, feedings, pastures, woods, underwoods, tythes, ablations, alterages, and all other and singular, the hereditaments aforesaid, as were spiritual as temporal; also the revenues of the same, with all rights, members and appurtenances, in such ample manner and form in which they were granted above to the aforesaid Anthony Colclough, his heirs and assigns, for ever, and to the sole and proper Habendum for ever. G use and behoof of the said Anthony Colclough, and his heirs aforesaid, subject to the yearly rent of £26 4s. And further granted to the aforesaid Anthony Colclough, and his heirs aforesaid, and also thereby expressly commanded that in said grant, all words, sentences and clauses in the same contained and specified, as well to the sentence and intent as to the words might be kindly and graciously expounded, construed, and interpreted; also to the advantage and H benefit of the aforesaid Anthony Colclough, his heirs and assigns, and not otherwise, nor in other manner, and in all and singular, her courts of our heirs and successors, to the aforesaid Anthony Colclough, and his assigns, should be allowed in so favourable and benign a manner and form as might be allowed,

APPENDIX No 4.

Short Abstract of early Title to the Estates of Colclough family.

construed, or interpreted, any objection, exemption, or calumny, for not right- A
fully naming of the abbey, monastery, towns, villages, or hamlets aforesaid, nor
the rectories, churches, or chapels aforesaid, or the lands and tenements aforesaid,
or any of them, or any other the premises in said letters patent, contained and spe-
citing or expressing the particular term or terms of the premises or any of them
heretofore granted and made, or any other thing, cause or matter whatsoever,
to the evacuation of said letters patent. B

1852—February 5th Exemplification of Grant by Earl of Pembroke to Abbott and Monks of Tynterne.

Exemplification of Earl of Pembroke's grant to Abbot and Monks,
of Tynterne, Elizabeth, Queen of England, France, and Ireland, Reciting, that
her said Majesty had inspected the enrollment of a certain inspecimens upon a
certain charter of William Marshall, sometime Earl of Pembroke, in the Rolls
Patents of her Court of Chancery in her Kingdom of Ireland, of the 25th year C
of her reign, enrolled. And reciting, Richard, by the grace of God, king of
England, France, and Ireland, had overseen a certain charter of William
Marshall, sometimes Earl of Pembroke, in the words William Marshall, Earl of
Pembroke, to all his men, French, English, Welch, and Irish, and all others his
friends and faithfuls, sendeth greeting. Know ye that I, for the love of God and
for the health of my soul, and of Isabella, my wife, and of our children, and for D
the souls of all our predecessors and successors, with the consent and will of the
before named Isabella, my wife, have given and granted to God, and to the
Blessed Maria Devote, and to the monks of the Order of Cisterimas, their serving
God by these my present charter, in pure and perpetual alms, have confirmed
three carews of land of the land of Hamslet the younger, near the water of
Banno, about Pubbeganor, with certain particular of the land of Ballienner, E
over against the abbey by the side of the hill, where the going down is towards
the water, without the arable land, as the ditches doth show, and all the lands
of Ballycross, and all the land which was Miler Serjeants, of the west part of
Avonduffe, and all the land of Rathribenar, w th the appurtenances, and all the
Dunmethan, and all the land which was William Hebenensis, near the land of
Jeffreydemora, and all the land of Ableper, with the appurtenances, and one F
burgage of Wexford, and one burgage of Ross, on the south part of the bridge;
I have also granted to the said abbot, and by this my present charter have
confirmed, whatsoever in time to come may come unto him reasonably by godly
gift and devotion, or by the sale of faithful men, saving the services of me and
of mine heirs, I will therefore, and firmly do appoint that the aforenamed abbey
and abbot, and the monks of that place shall have and hold all the aforesaid G
lands and the tenements before named, with the churches and chappels, and all
liberties and free customs, and with such and such, and a toll and theam, and with
informing thereof, and yeft well and in peace, freely and quietly, fully and
wholly, and honorably, in woods and in plains, in meadows and pastures, in
waters and mills, and weights, in ponds and shrubs, in marshes and fishings,
and in granges and waterwoods, in ways and paths, within burgage and without, H
and all other places and things, and let them be quiet and their men and their
servants, and their goods and possessions of geld and denegeld, and of murder

Short Abstract of early Title of the Estates of Colclough family.

A and theft, and of the money which belongeth to murder or to theft, and of the payment of kyne, which were wont to be given for the heads of outlaws, and of scuttage and biddage, carrionage and hornage, and sannadge hulliban and suers, and of summonses, and hundreds of suers, and hundreds, and of postings and bringing of treasure, and of aids and of sheriffs, and of all their servants, and all other acts, and of works of castles and bridges, and parks and walls, and B cumgress, and of wisericordiam, cornitates, and of toll and pontage, and parmage and passage, and costage and tollage, and of enclosings and of woodpenny, and of heavier penny, and thenged penny and blood, wite and fimoite, and king's wite and flemenwite, and so to the said abbey to be with the tenements without the forest, and utterly without the government of the forrester, and let it be lawful for the said monks to do whatsoever they will of their woods, and in C every their woods of their waters, and in every their waters, and let them be free from all vexation, and utterly without the danger of the forresters, and all others their servants of the land of pasturage, and of all other executions which the founder and other servants of the land are wont to require, and of all complaints and actions, and customs, and of all servile works and secular exactions, and let them save unto them, every kind of forfeiture of their own D proper men, and only the justice of their life, and members to me and mine heirs, retained and kept, and throughout all my forest let them have quiet pasturage for their cattle, and whatsoever to burn and build to them should be necessary and further as therein, her said Majesty, Queen Elizabeth, therefore the said charter and all things therein contained, well liking for her and for her heirs as much as in her lay, did accept, approve, ratify, and confirm to the said E abbot and monks of the aforesaid abbey, and to their successors, by tenor of said presents, granted and confirmed, as the said charter more fully doth witness, and as they and their predecessors, the aforesaid lands and tenements, from the time of making the said charter, held the liberties and privileges aforesaid, reasonably had used and enjoyed. In witness whereof her said Majesty caused the said letters patent to be made, but the tenor of the enrollment of F the said charter, at the humble petition and request of Anthony Colclough, of Tintern, Knight, her said Majesty thought fit to exemplifie by said presents.

1613. Michaelmas Term.

Fine levied by Sir Thomas Colclough.

As of the date in margin, Sir Thomas Colclough, of Tintern, in the county of Wexford, knight, levied a fine of ALL THAT the farm and soil of the late abbey or monastery of Tintern, Salt Mills, Dunmane, Ranegyraghe, Cooly, G Scarte, Owenduffe, Cheristown, Tubbernasson, Ballyigarun, Paynestown, Ballytarney, Cormore, Rathdowne, otherwise Callen, Rathtonny, Clonneine, Arklow, Ballyfleming, Cloughs, Garrickullen, St. Keran, St. Leonard, Tallaghe, Ballyhackey, Kernegh, Ballycallane, Ballyroane, Cowbroe, Dowraght, Priestown, Tihenburk, Banno, with the passage of the Bank, of the Grange of Kilnore, Ballicross, Ballibrought, Castletown, Pullingstown, Rossepont, Ballygarrett, Moyart, Moneylatiss, H Keene, Corgrage, Ballianicks, Balliowen, Killalegan, Ballilburne, Kilteche, Moychurry, Conlecarne, Whelagoure, Rahmroch, Coulemearne, Kilcullen, Relanemore, Oulstecourt, Killenne, Clashlackaghe, Moyneybranna, Bolenemovashran, Rosard,

APPENDIX No. 4.

Short Abstract of early Title of the Estates of Colclough family.

Shroghmore

Monepuson, Ballyloske, Ballinemerane, Balliclomagh, Tomeshurrye, Monganemoraihoe, Clonegardan, Ballida, Tom M'Morish, Askinush, Rathmeullin, Monele, Tragh- more, Curraghilme, Tihentobber, Knockduff, Tihamikelly, Ballyillis, Armoyle, and Curraghduffe, and of the rectories, advowsons, vicarages, and of all tithes of Grain Hay. and other fruits coming of the same abbey of Tinterne, and of all churches and chapels of Tintern, St. Keeran, St. Leonard, Nash, Donmaine, Clonmaine, Owenduffe, Kirmeaghe, Bannoe, and Kilmore, with the appurtenances, and of £40 of chief and annual rent issuing out of certain lands and tenements in the barony of Duffrey, with the customs of the same. A B

1628

~~1626~~—June 19th.

Letters Patent, King Charles I., to Adam Colclough.

King Charles the First, by Letters Patent of this date in the fourth year of his reign, gave, granted and confirmed unto Adam Colclough, his heirs and assigns, ALL THAT, the late abbey, monastery, or religious house of Tyntern, and the whole scite, ambit, and prescinte of the said late abbey, monastery, or religious house, with its appurtenances, in the county of Wexford, in our said kingdom of Ireland; and also the castle, town, and lands of Tyntern, with its appurtenances, in the said county of Wexford, and also the town and lands of Castleishell and Castlemoroughe, and one watermill, with the watercourses thereunto belonging, in the town and lands of Tyntern aforesaid, commonly called the Overshot Mill and also the parcel of land called the Salt Mill there, and also the townand lands o Kearn; and also the town and lands of Ganencullen, and the town, village, or hamlet, and the lands of Tullen; and also the town and lands of Saint Leonard, Ballyhackbegg, and Canomore, with its appurtenances, in the county aforesaid, and also the town and lands of Ballyherne, with its appurtenances, in the county aforesaid; also the town, villages, and lands of the Nash, with its appurtenances, in the county of Wexford; and also the town and lands of Rathregeargh, with its appurtenances, in the county aforesaid; and also the town and Bouly, with its appurtenances, in the county aforesaid, and the water mill thereunto belonging, in the said town of the Bouly; and also the town and lands of a Yoletown, in the county aforesaid, with its appurtenances, in the county aforesaid; also the town and lands of Garriduffe, with its appurtenances, in the county aforesaid; and also the town, village and lands of Rathmuney, Downmayne, Clonagh and Ballyfleming, in the county aforesaid; and also the town and lands of Clonyn, with its appurtenances, in the county aforesaid; and also the town and lands of the Grange of Kilmore, Castletown, and Ballybought; and also the town and lands of Scarte, Dondowne, otherwise Owenduffe, Tobbernason, and Gaynestown, with its appurtenances in the county aforesaid; and also the rectory church or chapel of St. Kearan and Kenoran, otherwise St. Keran, and the rectory church or chapel of St. Leonard aforesaid, the rectory church or chapel of the Nash, the rectory church or chapel of Downemayne aforesaid, and the rectory church or chappel of Clamyne aforesaid, with its appurtenances in the county of Wexford aforesaid; also the rectory church or chappel of St. Melings, otherwise Tynrolinge, and all the tithes to the said rectory belonging, with its appurtenances in the county aforesaid, and Catherlough, or either of them, all C D E F G H

A and singular of which premises were then lately reputed to be part of the lands and possessions of the late abbey monastery of religious house of Tyntern ; and also the town and lands of Ballymolyn, with its appurtenances, in the county of Wexford ; and also the town and lands of Archloo, with its appurtenances, in the county of Wexford aforesaid, and also the town and lands of Kynnagh, Kinneagh, otherwise Kinneagh, Cowleras, Ballycullen, Ballyrowne, Dowrought B and Priestown, with its appurtenances, in the county of Wexford aforesaid ; and also eighty acres of land, with its appurtenances, in the town and lands of Clomyne, in the county aforesaid, then late in the tenure and occupation of Richard Power, and all lands, tenements, and hereditaments whatsoever, with their rights, members, and every their appurtenances, as well within said county C of Wexford as elsewhere, within said kingdom of Ireland, of which the said Adam Colclough, on the 8th day of March, in the third year of the said reign aforesaid, was seized, or at any time reputed to be or sought to be in right of any estate, hereditament, possession, remainder, or reversion, or out of which the aforesaid Adam Colclough, or any of his tenants or farmers, or any other person or persons to his use, did receive at any time out of the rents, issues, or D profits thereof, or of any estate, hereditary of right, or reputed so to be. To HOLD to the said Adam Colclough, his heirs and assigns, and if it then appeared or thereafter should appear on record, that the premises, or any part thereof, before the perfecting of said letters patent, were held by any other tenure or service expressly and directly named and declared in any such record, and are E or should be construed for the better and greater advantage than the services for the above premises by said presents before granted, and to his said Majesty, his heirs and successors, reserved ; then to hold all and every such abbeys, castles, towns, villages, lands, tenements, hereditaments, and other the premises above by said presents granted, and every part thereof by such better and greater service and services expressed in such records and not otherwise, subject to the F payment of the yearly rent of £33 10s. 8d., lawful money of Ireland ; and by said presents it was commanded and directed that the aforesaid abbey, monastery, or religious house of Tynterne, and all and singular the said premises should for ever thereafter be called and taken to be one entire manor in truth, fact, and name, and all and singular the same into one whole manor, was created, erected, G and appointed by the name of the manor of Tynterne ; and said presents also granted one free market every week in or at the town of Nash, on every Thursday for ever, and also one fair or mart to be held in or at the said town of Nash on every 24th day of June annually for ever, during the said day and the day next following, together with a court of pye powder to be there held during such market, one fair, together with the customs and tolls thereof, subject to the H yearly rent of 20s.

Patent.

Habendum.

APPENDIX No. 5.

APPENDIX No. 5.

Deed of Settlement, dated 10th March 1719.

THIS INDENTURE, *quadripartite*, made the 10th day of March, 1719, between Cæsar Colclough, of Mocorry, in the county of Wexford, Esquire, of the first part, Margaret Pigott Colclough, of Tinturn, in the said county, widow, of the second part, the Right Reverend Father in God, Sir Thomas Vesey, Baronet, Lord Bishop of Ossory, of the third part, and Agmondischamp Vesey, of Lucan, in the county of Dublin, Esquire, and Richard Le Hunte, of Artremon, in the county of Wexford aforesaid, Esquire, of the fourth part. Whereas Dudley Colclough, late of Mocorry aforesaid, Esquire, deceased, father to the said Cæsar Colclough, in and by a certain indenture, *tripartite*, bearing date the 26th day of March, in the year of our Lord 1700, made between him, the said Dudley Colclough, of the first part, Sir Thomas Butler, of Garryhundon, in the county of Catherlogh, Baronet, and Nicholas Barnewall, of Donnicky, in the said county of Dublin, of the second part, and Robert Leigh, of Ross-Garland, in the said county of Wexford, of the third part, for and in consideration of the natural love and affection which he bore to his wife and children, and for settling a competent jointure upon his said wife, and for settling his estate in his own name, blood, and family, and for other considerations therein mentioned, he, the said Dudley Colclough, granted, aliened, released, and confirmed, and by the said indenture, *tripartite*, did grant, alien, release, and confirm unto the said Sir Thomas Butler and Nicholas Barnewall (in their actual possession then, being by virtue of a bargain and sale for one year to them thereof made by the said Dudley Colclough, by deed indented bearing date the day before the date of the said indenture, *tripartite*, by force and virtue of the statute for transferring uses into possession), that is to say, the towns and lands of Mocorry, Ralinrock, Coolree, Coolvane, Whelaghgaure, Clueneen, Kiltely, Duneen, Knocknemile, Cullintraghbegg, Cullintraghmore, Curraghduffe, the one half of Mangan, Tinecurry, Ballybrin, Ballynemenanagh, and Davidstown, the one half of Ballylooskey, the third of Ballytrany and Ballydorragh, the one half of Straghmore, and the third part of Tampleshambo, Killrosse, Half Rosard, the one half of Ballynbogh, the one half of Ballynecullagh, the one half of Mineperson Glaslesky, a third part of Ballynevocrane and Munbrany Gurteeuphillip, and a fourth part of Crumnock and Ballygarrett, the third part of Rylane, Castlekirk, and Kilmeshill, the sixth part of another third part, and the eleventh part of the said third part, Annagh Tombrigh, the one-half of Toum (*a*)——rry, Tommedilly, and a sixth part of Curraghleene, Balle——(*a*), Ballyoynore, the one-half of Ku——(*a*), Cloumbrin, Clorogo (*b*), Cullenongenish, Culuehorney, in mortgage, a chief rent of £40 per annum upon the whole territory of Dussery, the manors, towns, villages, hamlets, and lands of Ballykeogh, Kereagh, Gabhally, and Garrynstackly and Ballymorrish, the rectories, parsonages, churches, chappels, and tythes of Ballyshelane, Kilbride, St. Bridget's of Taughmun, White-

Reciting Settlement, 1700.

a Marked (*a*) obliterated or defaced by time, in original. (*b*) Defaced in original deed.

church, St. Michael's, near Wexford; St. Ivory's, in Wexford; Castle Ellis, Milanagh, Tamplecorrane, St. Michael's, near Ballybrenave, Ballymitty, St. Andrew's, *alias* Ballyshelune, Dennispark, also Globeland, Thornsland, in or near Wexford; two messuages and four acres of land, in the town of St. Bridget's, in Taughmun; the rectories and parish church of Chappell Inch, St. John's, and St. Bridget's, in or near Wexford, two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage, lying and being in St. John's-street, in or near Wexford. The hospital and hospitals of St. John and St. Bridget, in the said town of Wexford, with all and singular their appurtenances, the impropriation of Enniscorthy, Killcanenane, Cloughvarey, Montrally, and twenty shillings chief rent, in St. John-street, in Wexford; and a rent charge of £100 per annum out of Minart, Ballybranish, Corgrage, Mineglass, Shanballyagherine, Half Keinnespirin, Ballindegane, and other lands in the barony of Scarwalsh, all lying and being in the county of Wexford; and the reversion and reversions, remainder and rents, together with the rents, issues, and profits of all and singular the premises, and all other the right, title, and interest in law and equity whatsoever of him, the said Dudley Colclough therein, or in any part or parcel thereof, To Have and To Hold all and singular the premises, with their and every of their appurtenances, appendances, parcels, and members whatsoever to the said Thomas Butler and Nicholas Barnewall, and their heirs and the heirs of the survivor of them for ever, to the uses, intents, and purposes, and subject to the trusts and provisoes in the said indenture, *tripartite*, specified, and to no other use, intent, and purpose whatsoever, that is to say, all and singular the premises to the use of the said Dudley Colclough during his natural life, without impeachment of waste, and after his decease as to the said lands of Mocorry, Rahinrock, Coolree, Whelaghgaure, Culeucen, thereinbefore mentioned, excepting the said rent charge of £100 per annum out of the said lands of Minart, Ballybrannish, Corgrage, Mineglass, Shanballyagherin, Half Kemnesprim, Ballindegan, and other lands in the barony of Scarwalsh, and the said lands of Ballykeog, Keraght, Galbally, Garrinstacley, and Ballymorrish, to the use of the said Sir Thomas Butler and Nicholas Barnewall, for the term of sixty-one years, from the day of the death of the said Dudley Colclough, upon the trusts and to the intents and purposes thereinafter expressed; and as to the said rent-charge of £100 per annum out of the said lands of Minart, Ballybranish, Corgrage, Mineglass, Shanballyagherin, Half Kemnisprin, Ballydegave, and other lands in the barony of Scarwalsh, with their appurtenances, to the use of Mary Colclough, the wife of said Dudley Colclough (in case she should survive the said Dudley), during her natural life, for her jointure in lieu and bar, and full satisfaction and recompense of all dowers and demands of dower which she might have of any estate of inheritance of the said Dudley Colclough, and likewise as to the said lands of Ballykeoghe, Kereaght, Galbally, Garrinstackly, and Ballymorrish, to the use of the said Mary Colclough, in case she should survive the said Dudley, as an addition to her said jointure, during the time that she shall, after the death of the said Dudley, continue a widow; and as for all other the aforesaid manors, lands, tenements, and other the premises from and after the death of the said Dudley Colclough, and likewise as for the said lands limited for sixty-one years as

A

B

C

D

E

F

G

H

*Habendum.

Uses.

Dudley for life.

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1719.

Cæsar for life.

Remainder tail male.

aforesaid, subject nevertheless to the said term, and as to the said jointure, lands, and the said rent-charge of £100 per annum, from and after the death of the said Mary Colclough, or other determination of her estate in the said jointure lands respectively, to the use of Cæsar Colclough, now party to these presents, eldest son of the said Dudley Colclough, during his natural life, without impeachment of waste, and after the determination of his estate therein, the remainder during the life of the said Cæsar Colclough to the said Robert Leigh, and the said Cæsar Colclough, of Ross-Garland, and their heirs, in trust only, to support the contingent remainder thereinafter specified, and to make entries and to bring actions as occasion shall require, but not to receive to their own use any part of the rents or profits of the premises, the remainder after the death of the said Cæsar Colclough, eldest son of the said Dudley, to the use of the first son of the body of the said Cæsar, to be lawfully begotten, and of the heirs male of the body of such first son, and in default of such issue the remainder to the second son of the said Cæsar, to be lawfully begotten, and of the heirs male of the body of such second son, and in default of such issue the like remainder to the third, fourth, fifth, and to every other son of the said Cæsar Colclough, party to these presents, and to the heirs male of the bodies of such third, fourth, fifth, and every other son and sons severally and respectively, one after the other, and the heirs male of their several and respective bodies, with divers remainders over. And whereas also it is provided in and by said *tripartite* indenture, that it should and might be lawful for the said Dudley Colclough, by any one more deed or deeds by him duly perfected, or by his last will and testament in writing, to charge the premises or any one or more parcels thereof (the said jointure lands during the continuance of the interest of the said joyntress, Mary Colclough, therein only excepted), by mortgage or otherwise, with any sum or sums of money not exceeding £1,500, and likewise to charge the same, with a portion and maintenance, for *his brother, Adam Colclough*, such portion not to exceed £500, and such maintenance not exceeding £40 a year, such maintenance to determine upon payment of the portion, and likewise that it should and might be lawful for the said Cæsar Colclough, party to these presents, when he should be in the actual possession of the premises, and for every other of the aforesaid persons who should be by virtue of the said indenture, *tripartite*, tenant of the freehold of the premises, and in the actual possession of the said lands, to settle any of the said lands (the said jointure lands of the said Mary Colclough during her life only excepted), not exceeding £250 in yearly value, for the jointure of any wife or wives, which he or they should respectively marry, and likewise to charge all or any of the premises (the said jointure lands during the life of the jointress only excepted), with portions for his or their daughters and younger children, so as the portions to be so charged by any one person do not exceed in the whole £1,500 sterling. And whereas it is in and by the said *tripartite* deed declared and agreed, that the said use and term of sixty-one years limited to the said Thomas Butler and Nicholas Barnewall as aforesaid is so limited to them, upon the trust and to and for the intents and purposes, that in case there should happen to be one or more daughter or daughters of the body of the said Dudley Colclough, and no son or issue male of his body begotten, then upon trust that

A B C D E F G H

they, the said Sir Thomas Butler and Nicholas Barnewall, or the survivor, or executors or administrators of the survivor of them, should and do out of the rents and profits of the said lands limited to them as aforesaid, or by sale or mortgage of the said town and lands or part thereof, raise and levy, for the portion of such daughter, if there should be but one, the sum of £2,000 sterling for the eldest daughter, and £500 sterling for the other daughter, and if more daughters than two, then £1,000 sterling for the eldest daughter, and £500 sterling for every of the other daughters, with reasonable maintenance, until such portion or portions should be paid; and further, that in case the said Dudley Colclough having one or more sons or issue male of his body above, and likewise leaving other younger children, that then and in such case the said Sir Thomas Butler and Nicholas Barnewall, or the survivor of them, or his executors or administrators, should in like manner, raise and pay unto such younger children the several portions in the said indenture *tripartite* mentioned, with a competent maintenance for them as aforesaid, that is to say, £1,000 sterling for the portion of the eldest of the daughters, and £600 sterling for the eldest of the younger sons, and £1,500 sterling to be equally divided between all the rest of such younger children, sons and daughters, the said respective portions to be to them respectively paid at their several ages of one-and-twenty years or days of marriage, which should respectively first happen, and that from and immediately after the payment and discharging of said portions and maintenance, or in case there should be no such children alive or in being, that then and in such case the said use and term of sixty-one years limited to the said Sir Thomas Butler and Nicholas Barnewall, should from thenceforth cease and determine, as in and by the said recited indenture *tripartite* relation being thereunto had, it doth and may, (*inter al*), more fully and at large appear. And whereas the said Dudley Colclough, in his lifetime and at the times of his death, had two daughters and several sons, and that he, the said Dudley Colclough, sometime before his decease, that is to say, on the 2nd day of July, in the year of our Lord 1712, made his last will and testament in writing, and thereby, (*inter al*), executed the said power in and by the said *tripartite* indenture reserved, of charging all and singular the said lands and premises, or any one or more parcels thereof (the said jointure lands of the said Mary Colclough during her life only excepted), with any sum or sums of money not exceeding £1,500 sterling as aforesaid, as in and by the said last will and testament duly published, under the hand and seal of the said Dudley Colclough may appear. And whereas the said Mary Colclough, widow and relict of the said Dudley Colclough, hath since his decease waived the said jointure, so provided for and settled upon her in and by the said indenture *tripartite* as aforesaid, and hath sometime since brought her writ of dower, in order to entitle herself to and recover a third part of all the said lands, tenements, and hereditaments in the said indenture *tripartite* mentioned, whereof her said late husband, Dudley Colclough, died seized for and during the term of her natural life, which the said Mary Colclough hath effectually done, being now in the actual possession of one full third part thereof, by virtue of her, the said Mary Colclough's, recovery in dower. NOW THIS INDENTURE WITNESSETH, that for and in consideration of a marriage lately had and solemnized between the

Witnesseth.

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1719.

said Cæsar Colclough, party to these presents, and Frances Muschamp Vesey, eldest daughter to the said Lord Bishop of Ossory, and of £3,000 sterling, marriage portion of the said Frances Muschamp, by him the said Cæsar Colclough, received according to certain articles made upon and precedent to the said marriage, bearing date the 13th day of January, 1718, between the said Sir Thomas Vesey, Baronet, Lord Bishop of Ossory, of the first part, the said Cæsar Colclough, party to these presents, of the second part, and the said Margaret Piggott Colclough, of the third part, the receipt of which said £3,000 the said Cæsar Colclough doth hereby acknowledge, and thereof and of every part thereof doth acquit, release, and discharge the said Lord Bishop of Ossory, his heirs, executors, and administrators, by these presents and in pursuance and performance of the covenants of the said Cæsar Colclough, specified and contained in the said articles of intermarriage, and for settling and assuring to his said wife Frances Muschamp Colclough, *alias* Vesey, such jointure as the said Cæsar Colclough is enabled to make, by virtue of the said recited settlement, and for divers good causes and considerations, him, the said Cæsar Colclough, thereunto moving, he, the said Cæsar Colclough, in execution of the said recited power to him given, in and by the said *tripartite* indenture, and by virtue of all and every power and powers now in him, for the considerations and to the end and purpose aforesaid, hath granted, released, and confirmed, and by these presents doth grant, release, and confirm, unto the said Agmondischamp Vesey and Richard Le Hunte, (in their actual possession now, being by virtue of a bargain and sale to them there of made by indenture bearing date the day next before the day of the date thereof, for one year, and by force and virtue of the statute for transferring uses into possession), and their heirs, two-third parts to be divided of all and singular the said denominations of Rylane, Curraghduffe, Kiltely, Gurteenphilip, Mangan, Coolree, Ballyarrell, Tomnedelly, Glaslasky, and Davidstown, with all and singular their and every of their appurtenances, and also the reversion and reversions, remainder and remainders, of all and singular the said two-third parts in three parts to be divided, and all the estate, right, title, and interest of him, the said Cæsar Colclough, of, in, and to same, and every part and parcel thereof, to have and to hold the said two-third parts of the said lands in three parts, to be divided, with the appurtenances, unto the said Agmondischamp Vesey and Richard Le Hunte, their heirs and assigns, to the use and behoof of him, the said Cæsar Colclough, for and during all the term of his natural life, without impeachment of or for any manner of waste, and from and immediately after the determination of that estate, to the use and behoof of the said Frances Muschamp Colclough, *alias* Vesey (in case she shall survive the said ~~Dudley~~ Colclough), for and during all the term of her natural life, for part of her jointure, it being computed that two-third parts of the yearly value of the said denominations of lands, two-thirds whereof are hereinbefore limited to the said Agmondischamp Vesey and Richard Le Hunte, and their heirs and assigns as aforesaid, will amount unto the clear rent of £250 per annum, over and above quit-rent, crown-rent, or any other charges or reprises whatsoever; and the said said Cæsar Colclough, in further execution of the said power to him given of settling a jointure not exceeding £250 per annum on any wife he shall marry as

Grant

Cæsar

A B C D E F G H

A aforesaid, doth by these presents charge all and singular the rest of the said lands, tenements and hereditaments in the said recited indenture *tripartite* mentioned (the said third part thereof so recovered as aforesaid, in dower during the natural life of the said Mary Colclough only excepted), with the said yearly sum of £250, during the natural life of the said Frances Muschamp Colclough, *alias* Vesey, to the intent and purpose that if the said two-third parts of the said lands hereinB before limited to her, in part of her jointure as aforesaid, shall not amount to the clear yearly value of £250, over and above all charges and reprises whatsoever during all the term of her natural life, that then and in such case and from time to time, she, the said Frances Muschamp Colclough, shall have and quarterly receive during the term of her natural life, so much of the said sum of £250 per annum as the said two-third parts of the said lands so limited to her as aforesaid C shall fall short of, it being meant and intended by the said Cæsar Colclough, and all and every other the parties to these presents, that the said Frances M. Colclough, *alias* Vesey, and her assigns, shall have and receive yearly and every year during all the term of her natural life £250 sterling, and no more out of some part of the said lands, tenements, and hereditaments in the said indenture *tripartite* mentioned, clear money, over and above all charges and reprises whatsoever, which D said provision of £250 per annum, together with said additional jointure of £150 sterling, hereinafter mentioned to be limited to her, the said Frances M. Colclough, out of part of the manor of Tinturn, for and during the term of her natural life, making in all £400 sterling per annum, is by these presents and by all the parties to the same, declared to be full recompence, lieu, and satisfaction of all the dower, jointure, or thirds which the said Frances Muschamp may or otherwise might have E claim, challenge, or demand, in or out of all or any of the lands, tenements, or hereditaments of the said Cæsar Colclough, party to these presents; and the said Cæsar Colclough, in consideration of the said marriage and marriage portion, and in further performance of the said articles of intermarriage on his part, in execution of the said further power to him, the said Cæsar, given in and by the said indenture *tripartite*, doth by these presents charge all and singular the said towns, F lands, tenements, hereditaments, and premises in the said recited indenture *tripartite* mentioned (the said Mary Colclough's part thereof during her natural life only excepted), with the full sum of £1,500 sterling as a provision in part for the daughters and younger children to be begotten by the said Cæsar Colclough on the body of the said Frances M. Vesey, and to be paid to one such daughter or younger son, if there happen to be no more than one, but if more, then to be paid and G distributed to and amongst all such daughter or daughters, or younger children, in such manner and proportion and at such time and times as the said Cæsar Colclough, by any deed or deeds duly executed by him in his lifetime, under the hand and seal, and attested by three or more credible witnesses, or by his last will and testament in writing, attested as aforesaid, shall think fit to direct and appoint, and for want of such direction and appointment, that the said sum of £1,500 H shall be paid to such daughter or younger son, if there be but one, and if more shall be paid to and be equally divided between and amongst all the daughters and other younger children of the said Cæsar Colclough and Frances Muschamp, his

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1719.

wife, within twelve months after the death of the said Cæsar Colclough, with lawful interest for the same, from the death of the said Cæsar Colclough, until the time of payment for his, her, or their maintenance; provided always, and it is hereby declared and agreed upon, by and between all and every the said parties to these presents, and it is their and every of their true intent and meaning that the said charge of £1,500 sterling shall not any way prejudice the said Frances Muschamp Colclough, *alias* Vesey, or her assigns, as to her or their receiving the said sum of £250 sterling per annum, in manner aforesaid (in case she, the said Frances Muschamp, shall survive the said Cæsar Colclough), but that she, the said Frances Muschamp, and her assigns, may have and receive the same according to the true intent and meaning of these presents, as if the said charge of £1,500 had not been made. And whereas the said Margaret Pigott Colclough, party to these presents, by the name of Margaret Pigott Colclough, wife of John Pigott Colclough, of Kilkenny, in the county of Limerick, Esquire, in and by a certain deed poll, bearing date the 15th day of January, in the year of our Lord 1697, by and with the consent of her late husband, testified by his signing and sealing the said deed poll, for the considerations therein mentioned, and by virtue of a power of revocation to her, the said Margaret P. Colclough, therein mentioned, to be reserved and contained in and by one indenture *tripartite*, bearing date the 18th day of January, in the year of our Lord 1693, made or mentioned to be made between Robert Leigh Colclough, late of Tinturn, in the county of Wexford, Esquire, deceased, then husband to the said Margaret, and the said Margaret, his then wife, by the name of Margaret Leigh Colclough, of the first part, Arthur Usher, of the city of Dublin, Esquire, of the second part, and James Barnewall, of Bremore, in the county of Dublin, Esquire, of the third part, revoke and make void all and every the uses and estates in and by the said indenture *tripartite*, bearing date the 18th day of January, in the year of our Lord 1693, mentioned, to be limited of the manor of Tinturn, with the appurtenances and the scite, circuit, ambite, and precinct of the late dissolved abbey, monastery, or religious house of Tinturn aforesaid, in the said county of Wexford, and of all the other the towns, lands, tenements, and hereditaments in the said deed poll mentioned, to be contained in one, five *sur conuzans de droit come ces*, &c., thereof levied, to Robert Rochfort and John Usher, Esquires, by the said John Pigott Colclough and the said Margaret, his wife, in Michaelmas term then next preceding the date of the said deed poll, and that she, the said Margaret P. Colclough, by virtue of the said power, and of all and every other power and powers and authorities to her belonging, did declare, limit, and appoint, that as well the said Robert Rochfort and John Usher, as the said Arthur Usher and James Barnewall, and every other person and persons, their heirs and assigns, standing and being seized of the manors, castles, lands, tenements, hereditaments, and premises whatsoever, with their appurtenances, in the said deed poll mentioned, should from thenceforth stand and be seized thereof, and of every part and parcel thereof, to the use of the said John Pigott Colclough and the said Margaret Pigott Colclough, for and during the natural lives and life of the longer liver of them, without impeachment of or for any manner of waste, and from and after their decease, then to the use of the heirs of the body of the

[Reciting Deed Poll, 1697.]

A B C D E F G H

said Margaret Pigott Colclough, by the said John Pigott Colclough to be begotten, and for default of such issue, then to the use and behoof of the heirs of the body of the said Margaret Colclough, lawfully to be begotten, and for default of such issue, to several other uses, intents, and purposes in said deed poll mentioned, in which said deed there is a provisoe contained, that it should and might be lawful for the said John Pigott Colclough and Margaret P. Colclough, during the coverture between them, and to and for the said Margaret, in case she should survive the said John Pigott Colclough, to revoke, alter, or change all or any the uses or estates, in and by the said deed poll limited or made, and to settle, limit, or make new uses and estates of all or any part or parts of the said premises in the said deed poll mentioned, to such person and persons, of such estate and estates, as they, the said John P. Colclough and Margaret, his wife, during the said coverture between them, or the said Margaret, in case she should survive the said John, should think fit, as in and by the said deed poll relation being thereunto had, it doth and may more fully and at large appear. NOW THIS INDENTURE ALSO WITNESSETH. that the said Margaret Pigott Colclough, in consideration of the said marriage so had and solemnized between the said Cæsar Colclough and Frances M. Colclough, *alias* Vesey, his wife, and in pursuance and performance of the covenants on the part and behalf of the said Margaret Pigott Colclough, specified and contained in the said recited articles, and executed before the said intermarriage, and for assuring and settling all and singular the manors, abbeys, towns, lands, tenements, and hereditaments hereinafter mentioned, in the name and blood of the said Margaret Pigott Colclough, and for divers other good causes and considerations, her thereunto especially moving she, the said Margaret P. Colclough, according to the said power to her given and reserved in and by the said recited deed poll, and by force and virtue thereof, and of all and every other power and powers and authoritys, which to her, the said Margaret Pigott, doth or may in any wise belong or appertain, being minded, purposed, and determined to revoke and make void all and every the use and uses, estate and estates, in and by the said deed poll limited, appointed and declared, doth by these presents publish and declare, that her true intent and meaning is to revoke and make void, and the said Margaret P. Colclough doth hereby revoke and make void, all and every the use and uses, estate and estates, in and by the said recited deed poll, limited, mentioned, appointed, and declared the said deed poll or any limitation, matter, or thing contained to the contrary thereof, in any wise notwithstanding. And the said Margaret P. Colclough, in order to declare, limit, and appoint new uses of all and singular the manors, abbeys, monasteries, towns, lands, tenements, and hereditaments, in the said recited deed poll mentioned, as also for the settling and assuring the rectorial and vicarial tythes of the parishes of St. Malins and Rathegera, to the several uses, intents, and purposes hereinafter mentioned, for the considerations aforesaid, for herself, her heirs, executors, and administrators, doth covenant, promise, and grant to and with the said Sir Thomas Vesey, Baronet, Lord Bishop of Ossory, his heirs, executors, and administrators, by these presents, that she, the said Margaret P. Colclough, shall and will, at the proper costs and charges, in the law of the said Margaret, on this side and before the end of Michaelmas term next ensuing, the date thereof levy and acknowledge in due form

Further Witnesseth.

Covenant to Margaret Pigott Colclough to levy fine.

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1719.

of law one, five *sur conusans de droit come ces*, to be engrossed, recorded, and sued forth, with proclamations according to the statues in that case made and provided, unto the said Agmondischamp Vesey, and Richard Le Hunte, their heirs, or to the survivor of them, and his heirs, of all those the several manors, abbeys, monasteries, lands, tenements, hereditaments, and premises mentioned in the said deed poll, bearing date the 15th day of January, 1697, that is to say, the manor of

Parcels.

Tintern, with the appurtenances, and the scites, circuit, ambite and precinct of the abbey, monastery, or religious house of Tintern, the town lands of Tintern, Castlessell, Castlemoraglio, *alias* Castle workhouse, Newtown, Saltmills, Ballygarrott, Cappaclanane, Gibston, *alias* Gibstowne, Kierans, *alias* St. Kierans, Garrycullen, Tallagh, St. Leonard's, Ballyhackbegg, Corrowmore, *alias* Corrowmore, *alias* Carowmore, Miltown, Rathumny, Dunmane, Ballyfileming, Ballytrasny, Garryduffe, Booly, *alias* Bowley, Yoaltown, Cheristowne, Scartdown, *alias* Owenduffe, Tobernessan, Gamestown, Kienagh, Coyleroe, *alias* Coolroe, Ballycullan, Ballinrowan, Duraght and Priestowne, Brandon, Ballycross, *alias* Ballytross, Pullingstown, *alias* Bullingstown, Ballybrought, Grange of Kilmore, and Castletowne, the Island of Saltages, *alias* Saltasses, Banus, with the watercourse and ferry of Bana aforesaid, and of the yearly rent of forty shillings sterling, issuing out of the village and lands of Baggarie and Stonehouse, and of the yearly rent of twenty shillings sterling, issuing out of the village and lands of Coolbeck, and Ballywilliam, *alias* Ballylinn, and of the yearly rent of five shillings sterling, issuing out of the rectory church or chapple of Killagh, the rectories and churches of Tintern aforesaid, St. Kieran, *alias* Kieran St. Leonards, Nash and Owenduffe, Dunmane, *alias* Dunmane, Colmmeane, *alias* Clonmeane, Kiengh, *alias* Kienagh, Banno, and Kilmore, *alias* Kienagh, Banno, and Killmore, *alias* Killmare, all tythes, as well great as small, issuing, growing, and renewing out of the village and lands of Tintern, St. Kiernan, *alias* Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, *alias* Dunmane, Colmenane, *alias* Clonmenane, Kiough, *alias* Kienagh, Banno and Kilmore, *alias* Kilmare, as also of the tythes, rectorial and vicarial of the said parishes of St. Molines and Rathnegera, with their and every of their rights, members, and appurtenances, and of all messuages, houses, building mills, gardens, orchards, lands, tenements, woods, underwoods, parks, warrens, advowsons, tythes, courts leet, courts baron, liberties, franchises to the said manor of Tintern, and all and every or any other the premises belonging or in any wise appertaining, which said parish of St, Molins is situate, in the county of Catherlough, and all the rest of the said premises are situate in the baronies of Shilmaleen and Bargy, and county of Wexford aforesaid, by such apt and convenient names and descriptions, and in such sort, manner, and form as the said Agmondischamp Vesey and Richard Le Hunte, or the survivor of them, or the heirs of such survivor, shall think fit, which said fine so to be levied as aforesaid, and all and every other fine and fines heretofore had, made, levied, or acknowledged, of or upon the said manor, abbey, monastery, towns, lands, tenements, hereditaments and premises, or any part thereof, by or between the said parties to these presents, or whereunto they or any of them, are or have been, or shall be party or parties, shall enure and be, and all the said parties to these presents do hereby declare and agree, that the same shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and

Declaration of Uses,

A enure, and that as well the said Agmondisehamp Vesey and Richard Le Hunte, as the said Rochfort, John Usher, Arthur Usher, and James Barnewall, and every other person and persons, their heirs and assigns, standing and being seized of the said manors, towns, lands, tenements, hereditaments and premises, hereinbefore mentioned, shall henceforth stand and be seized thereof, and of every part and parcel thereof, to the several uses, behoofs, intents, and purposes, and with full B power to sell part of the premises for the payment of debts, as is hereinafter expressed, and with and under the several other limitations, powers, liberties, authorities, provisoes, and agreements hereinafter in and by these presents declared, limited, and expressed concerning the same respectively, and to and for no other use, intent, or purpose whatsoever, that is to say, as for and concerning the said towns and lands of Dunmane, Garryduffe, Ballycullan, Ballytrasney, and that part C of the town and lands of Booly aforesaid, commonly called Castlequarter, *alias* South Booley, and the tythes of the said rectories of Columeaneah, Clonmeane, St. Molin's, Rathnegera, and the said chief rent, issuing out of the said towns and lands of Ballywilliam, *alias* Ballyclean, amounting in all to the clear yearly rent of £100 sterling, to the use and behoof of the said Cæsar Colclough, party to these presents, for and during the natural life of the said Margaret P. Colclough, to be D received by him and his assigns, clear of all or any quit-rent or crown-rent, which the said Margaret P. Colclough is to pay and discharge during her natural life, it being the true intent and meaning of all and every the said party to these presents, that the said Cæsar Colclough, and his assigns, shall have and receive from the time of the solemnization of the said marriage to the time of the decease of the said Margaret P. Colclough, the clear yearly rent of £100 sterling, out of the said lands, E tythes and chief rent, so as aforesaid limited for payment thereof, as a present maintenance for him, the said Cæsar Colclough, and as for and concerning the residue of the said manor, towns, lands, tenements, and hereditaments whereof, the said fine is agreed to be so levied as aforesaid, to the use and behoof of the said Margaret P. Colclough, and her assigns, for and during all the term of her natural life, without impeachment of or for any manner of waste, and with full F power, liberty, and authority to commit all manner of waste, upon special trust and confidence nevertheless, and to the intent and purpose that the said Frances M. Colclough, *alias* Vesey (in case she shall happen to survive her said husband, Cæsar Colclough), shall have, receive, and be paid as well in the lifetime of the said Margaret P. Colclough, as after her decease out of such part of the said premises as is hereinafter mentioned, one annuity or yearly rent-charge of £150 G sterling, as an additional jointure for her, the said Frances Muschamp, for and during the term of her natural life, and from and immediately after the decease of the said Margaret P. Colclough to the intent and purpose that the said Cæsar Colclough, of Rossgarland, and his assigns, shall and may yearly and every year during his natural life, have, receive, perceive, and take one annuity or yearly rent-charge of twenty pounds sterling, to be issuing and going out of all and singular H the said manor of Tintern, and all other the said premises, whereof the said fine is to be so levied as aforesaid, and to be paid to him, the said Cæsar, and his assigns, on every 1st day of May, and 1st day of November, with full power to the said Cæsar, and his assigns, to distrain all or any part of the said premises, for the

Uses.

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1791.

said rent-charge or any arrearages thereof, and from and immediately after the death of the said Margaret P. Colclough, all and singular the said manors, towns, lands, tenements, hereditaments, and premises, whereof the said fine is to be so levied as aforesaid (subject, nevertheless, to the said rent-charge of twenty pounds per annum, to be to the use and behoof of the said Agmondisham Vesey and Richard Le Hunte, their executors, administrators, and assigns, for the full term of 200 years, to commence and be computed from and immediately after the death of the said Margaret P. Colclough, fully to be completed, and ended), without impeachment of or for any manner of waste, upon the trusts, limitations, and agreements hereinafter mentioned, concerning the said term and estate, and from and after the end, expiration, surrender, or other determination of the said estate for years (charged or chargeable nevertheless as aforesaid), to the use and behoof of the said Cæsar Colclough, party to these presents, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power, liberty, and authority to do and commit all manner of waste, and with such further powers, liberties, authorities, and provisoes as are hereafter in and by these presents limited and expressed, and from and immediately after the determination of that estate, to the use and behoof of the said Sir Thomas Vesey Baronet, Lord Bishop of Ossory, and his heirs, during the life only of the said Cæsar Colclough, upon trust, for preserving the contingent uses and estate, hereinafter limited from being defaced or destroyed, and to that end and purpose to make entries as there shall be occasion, but nevertheless to permit and suffer the said Cæsar Colclough, and his assigns, during his life, after the decease of the said Margaret Pigott Colclough, to receive and take the rents, issues, and profits thereof, to his and their use, and from and immediately after the decease of the said Cæsar Colclough, to the intent and purpose that the said Frances M. Colclough, *alias* Vesey (whether the said Margaret P. Colclough shall be then living or not) shall and may have, and yearly, receive, take, and enjoy, for and during all the term of her natural life, for and in the name of an additional jointure, one annuity or yearly rent-charge of £150, of lawful money of Ireland, to be yearly issuing and going out of all and singular the said towns and lands of of Dunmeane, Garryduffe, and that part of Booly aforesaid, commonly called Castlequarter, *alias* South Booley, Ballyeullan, Ballytrasney, Castletowne, Ballybought, Brandon, and the Island of Bannow, and out of the said rectorial tythes of Bannow, Colinmeane, *alias* Clonmeane, St. Molines and Rathnegera, and the said chief rent of Ballywilliam, *alias* Ballyleane, and to be paid to the said Frances M. Colclough, *alias* Vesey, and her assigns, at four usual feasts, or terms in the year, that is to say, the feast of St. Michael the Archangel, the feast of the Nativity of our Blessed Saviour, the feast of the Annunciation of the Blessed Virgin Mary, and the feast of St. John Baptist, by even and equal portions, the first payment thereof to be made at such of the said feasts as shall first happen after the decease of the said Cæsar Colclough, and also to the further intent and purpose, that if it shall happen the said yearly rent of £150, or any part thereof, to be behind or unpaid in part or in all, at any of the said feasts or times whereon the same ought to be paid as aforesaid, that then and so often, and from time to time as the said yearly rent shall be behind or unpaid, it shall and may be lawful to and for the

To Cæsar for life, No. in pedigree.

A B C D E F G H

Deed of Settlement, dated March 10, 1719

A said Frances M. Colclough, *alias* Vesey, and her assigns, into all and singular the said towns, lands, and premises, so charged as aforesaid with the said rent of £150, and into every or any part or parcel thereof, to enter and distrain, and the distress and distresses, then and there found to lead, drive, carry away, impound, detain, and keep until the said yearly rent of £150, and all arreages thereof (if any shall be), together with all costs and charges attending the same shall be B satisfied, and paid, and after the decease of the said Margaret P. Colclough and Cæsar Colclough, party to these presents, and all and singular the said manor of Tintern, and other the the said towns, lands, tenements, hereditaments and premises, whereof the said fine is so as aforesaid, to be so levied (charged and chargeable nevertheless as aforesaid,) to the use and behoof of the *first son* of the said *Cæsar Colclough*, party to these presents *lawfully begotten*, or to be begotten, C and the heirs male of the body of such first son lawfully issuing, and for default of such issue, to the use and behoof of the second son of the body of the said Cæsar Colclough lawfully begotten or to be begotten, and the heirs male of the body of such second son lawfully issuing, and for default of such issue, to the use and behoof of the third son of the body of the said Cæsar Colclough lawfully to be begotten, and the heirs male of the body of such third son lawfully issuing, and D for default of such issue, to the use and behoof of the fourth son of the body of the said Cæsar to be begotten, and to the heir male of the body of such sixth son lawfully issuing, and for default of such issue, to the use and behoof of the fifth son of the body of the said Cæsar lawfully to be begotten, and the heirs male of the body of such fifth son lawfully issuing, and for default of such issue, to the use and behoof of the sixth, seventh, eighth, ninth, tenth, and all other the sons of the E body of the said Cæsar Colclough, party to these presents, lawfully to be begotten, severally and successively, one after another, in order and course, as they shall be in seniority of age and priority of birth, and the several heirs male of their several and respective bodies lawfully to be begotten, the elder of the said sons and the heirs male of his body being always to be preferred, and to take before the younger and the heirs male of their bodies, and for default of such issue, to the F use and behoof of Francis Colclough, gentleman, brother to the said Cæsar Colclough, party to these presents, for and during the term of his natural life, without impeachment of waste, and from and after the decease of the said Francis, to the use and behoof of the first and every other son and sons of the body of the said Francis Colclough lawfully to be begotten, and the heirs male of their several and respective bodies severally and successively one after another as they shall G happen to be in seniority of age and priority of birth, the elder of such son and sons, and the heirs male of his or their body or bodies, to be always preferred and to take before the younger of such son and sons, and the heirs male of his or their body or bodies, and for default of such issue, to the use and behoof of the heirs male of the body of Thomas Colclough, gentleman, another brother of the said Cæsar Colclough lawfully to be begotten, and for default of such issue, to the use H and behoof of John Colclough, gentleman, another brother of the said Cæsar, and the heirs male of the body of said John Colclough lawfully begotten, and for default of such issue, to the use and behoof of Henry Colclough, gentle-

Remainder to first and other sons of Cæsar in tail male.

Remainder to Francis, brother of Cæsar for life, and his sons in tail male,

and

several limitations over.

All these Cases that Thomas himself should not have been put in remainder - but probably it is a typical error or omission -

APPENDIX No 5.

Deed of Settlement, dated March 10, 1719.

man, another brother to the said Cæsar, and the heirs male of the body of the said Henry Colclough lawfully to be begotten, and for default of such issue, to the use and behoof of Dudley Colclough, gentleman, another brother to the said Cæsar Colclough, party to these presents, and the heirs male of the body of the said Dudley Colclough lawfully to be begotten, and for default of such issue, then to the use and behoof of Adam Colclough, gentleman, uncle to the said Cæsar Colclough, and the heirs male of his body lawfully begotten or to be begotten, and for want of such issue, to the use and behoof of Adam Colclough, Esquire, son and heir of Anthony Colclough, sometime of Rathelin, in the county of Catherlough, and the heirs male of the body of the said Adam lawfully to be begotten, and for want of such issue, to the use and behoof of the said Cæsar Colclough, of Ross-Garland, another son of the said Anthony Colclough, and the heirs male of his body lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of Adam Colclough, of Delphouse, in the county of Stafford, in that part of Great Britain called England, gentleman, and the male heirs of his body lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of the right heirs of the said Margaret P. Colclough for ever; and it is hereby declared and agreed by and between the said parties to these presents, that the true intent and meaning of them and of every of them, and of these presents, is that the estate and term of 200 years hereinbefore limited to the said Agmondischamp Vesey and Richard Le Hunte, their executors, administrators, and assigns as aforesaid, is upon these special trusts and confidences, and to the intents and purpose that they, the said Agmondischamp Vesey and Richard Le Hunte, or the survivor of them, or the executors or administrators of such survivor, shall by, with, and out of the rents, issues, and profits of the said manor of Tintern, all and singular other the premises whereof the said fine is so agreed as aforesaid to be levied (the said towns, lands, and other the premises charged with the said rent of £150 per annum, during the life of the said Frances M. Colclough, *alias* Vesey, only excepted, for and in respect of the said yearly rent of £150 per annum, or by sale or demise thereof or of any part thereof (except as before excepted), for all or any part of the said term, or by all or any of the said means or otherwise as to them in their discretion shall seem meet, in convenient time after the decease of the said Margaret P. Colclough, in the first place levy or raise, or cause to be levied and raised, the sum of £2,000 sterling, for the payment of the like sum of £2,000, wherewith the said manor of Tintern, and all and singular other the premises whereof the said fine is so to be levied as aforesaid, or some part thereof, standeth charged at the time of the date of these presents, as likewise any further sum not exceeding £1,000, to be applied to such uses, intents, and purposes as the said Margaret P. Colclough shall by deed executed in her lifetime, in the presence of two credible witnesses, or by her last will and testament, limit, direct, and appoint, and after the said sums shall be so raised and paid as aforesaid, to the further intent and purpose that they, the said Agmondischamp Vesey and Richard Le Hunte, or the survivor of them, or the executors or administrators of such survivor, shall in like manner levy and raise

Ultimate remainder to right heirs of Margaret Colclough.

A B C D E F G H

A the further sum of £2,500, for the portions of the daughters and younger children of the said Cæsar Colclough, begotten or to be begotten on the body of the said Frances Muschamp Colclough, *alias* Vesey, to be paid to one such daughter or younger son, if there shall happen to be no more than one, but if more than one, then the same to be paid and distributed to and amongst such daughter or daughters, or other younger children, at such time and times, and B in such manner and proportions as the said Cæsar Colclough, by any deed or deeds to be by him executed in his lifetime, in the presence of three or more credible witnesses, or by his last will and testament in writing duly published shall think fit to direct or appoint, and for want of such direction and appointment, that the said sum of £2,500 shall be paid to such daughter or younger son, if there be but one; and if more, then the same to be paid to and be equally C divided between and amongst all the daughters and other younger children of the said Cæsar Colclough and Frances Muschamp, his wife, within twelve calendar months after the death of the said Cæsar Colclough, with lawful interest for the same, from the death of the said Cæsar Colclough, to the time of payment for his, her, or their maintenance; and upon this further trust and confidence also, that after the said sums of £2,000, £1,000, and £2,500 shall be D levied and raised, together with all charges in and about the levying or raising thereof, or that any person or persons to whom any estate is hereinbefore limited in remainder of the said premises, shall pay the same within the respective times limited for payment thereof, and also in case there shall be no daughters or younger children of the said Cæsar Colclough, and the several sums of £2,000 and £1,000 shall be raised and paid as aforesaid, that then at E any time after they, the said Agmondisham Vesey and Richard Le Hunte, their executors, administrators and assigns, shall and will at the reasonable request, and at the proper costs and charges of such person or persons to whom the next and immediate estate for the time being of and in the premises, expectant upon the determination of the said term of 200 years, shall by the true intent and meaning of these presents belong or appertain, surrender and F yield up the said estates and term of years, unto such person or persons requiring the same; provided always, and it is hereby declared, meant, and agreed, by and between all and every the said parties to these presents, and the intent and meaning of them, and every of them and of those presents, is that it shall and may be lawful to and for the said Agmondisham Vesey and Richard Le Hunte, and the survivor of them, and the heirs of such survivor, any time or G times after the decease of the said Margaret P. Colclough, by and with the advice and consent of the said Sir Thomas, Lord Bishop of Ossory, and the said Cæsar Colclough, party to these presents, or the survivor of them, or his heirs, to make sale to the best advantage of any part or parts of the said manor of Tintern, and other the premises whereof the said fine is so agreed to be levied as aforesaid, not exceeding £100 sterling per annum, clear yearly value, (the said H premises so charged or chargeable with the said £150 per annum additional jointure, to and for the said Frances Muschamp Colclough, *alias* Vesey, during her life only excepted,) and to apply the money arising by such sale to the

APPENDIX No. 5.

Deed of Settlement, dated March 10, 1719.

payment of such debts as shall then affect the said manor of Tintern, and other A
the premises, anything in these presents to the contrary thereof in anywise
notwithstanding; provided also, and it is further hereby declared, meant, and
agreed upon by and between all and every the said parties to these presents,
and it is the further intent and true meaning of them and every of them, and
of these presents, that the said Margaret P. Colclough at all and every time
and times during her natural life, and that the said Cæsar Colclough, party to B
these presents, after the decease of the said Margaret, at any time or times
during his life, and for all other the aforesaid persons to whom the said manor
of Tintern, and all other the said premises, of which the said fine is so agreed as
aforesaid to be levied, when they shall be tenants of the freehold thereof, and
be in the actual possession of the premises, shall have full power, and that it
shall and may be lawful to and for them, and every of them respectively, at any C
time or times during their respective lives, by any deed or deeds, writing or
writings, to be subscribed and sealed by them or any of them respectively, in
the presence of three or more credible witnesses, to demise lease or grant all
and every part of the said manor of Tintern, and all other the premises of which
the said fine is so agreed as aforesaid to be levied, unto any person or persons for
any term of years not exceeding one and thirty years, or for the life or lives of D
one, two, or three persons therein to be named, or for any term or number of
years determinable by the death of one, two, or three person or persons therein
to be named, without any fine or income, so as the best and most improved
yearly rents, or so much rent as may really and *bona fide* be got for the same,
be thereupon respectively reserved, to be due and payable during the whole
term and terms of such respective lease or leases, so as such lease or leases be E
not made dispunishable for waste, and be made to take effect in possession, and
not in reversion; provided likewise, and it is hereby meant, declared, and
agreed by and between all the said parties to these presents, and the further
intent and meaning of them and every of them, and of these presents, is that
after the decease of the said Frances Muschamp Colclough, *alias* Vesey, he, the
said Cæsar Colclough, party to these presents, shall have full power, liberty, F
and authority, and it shall and may be lawful to and for him, the said Cæsar
Colclough, from time to time, and at all times after the death of the said Frances,
during his life by any deed or deeds, writing or writings, under his hand and
seal to be subscribed and sealed in the presence of three or more credible
witnesses, to assign, limit, or appoint to and to the use of or in trust for any
woman that shall be the wife of the said Cæsar Colclough, as well before as after G
his marriage with such woman, for and during her natural life, or for any
number of years determinable upon the death of such woman or women, for and
during her natural life, for and in the name of and in lieu of her or their
jointure, or part of jointure, any part of the said manor of Tintern, or any part
or parts of any other the premises hereinbefore mentioned, of which said fine is
so agreed to be levied as aforesaid, not exceeding in the whole in the clear H
yearly value thereof, £150 per annum, to commence and take effect as in such
deed or deeds, writing or writings, shall be assigned, limited, or appointed (said

Frances Muschamp Colclough died shortly after giving birth
to daughter who died young. and in 1721 Cæsar Colclough
married Henrietta Vesey. a first Cousin of his first wife. by
whom he had seven sons and 5 daughters.

A deed then lastly gave a power to each of the aforementioned several persons, to whom limitations herein made, when they respectively should be in possession of the estates herein, to charge all same, save Margaret P. Colclough's lands during her natural life as aforesaid), with the sum of £2,500, as portions for younger children of such persons so then in possession, at the time of making such charge, by deed or will executed in presence of three credible witnesses, under their hands and seal. In Witness whereof the several parties hereto have to these presents signed their names and affixed their seals respectively, the day and year first herein written.

Signed, sealed, and delivered in presence of us.		
	Cæsar Colclough.	(seal.)
Wm. Sweeny.	Margt. Pigott Colclough	(seal.)
Pat. Wall.	Thomas, Ossory.	(seal.)
James Walsh.	Ag. Vesey.	(seal.)
Peter Archdekin.	Rd. Le Hunte.	(seal.)

Registered 13th July, 1721. Liber 31, page 205, No. 18,787.

APPENDIX No. 6.

PLEAS *at the King's Courts, before Henry Singleton, Esquire, and his brethren Justices, of Lord George the ~~Second~~, by the Grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, and soforth, of his Common Bench of his Kingdom of Ireland, of Easter Term, in the seventeenth year of his reign.*

Maxwell, 1744.

County of Wexford, to wit. } William Fermer, of the city of Dublin, gentleman, personally demands against Thomas Fitzgerald, Esquire, the manor of Tintern, with the appurtenances in the county of Wexford, aforesaid, and also, the scite, circuit, ambite, and precinct, of the dissolved abbey, monastery, or religious house of Tintern, and 10 castles, 300 messuages, and 1,000 cottages, 300 tofts, 1,000 gardens, 20 mills, 50 dove houses, 6,000 acres of land, 4,000 acres of meadow, 6,500 acres of pasture, 2,000 acres of wood and underwood, 5,000 acres of furze and heath, and 7,000 acres of moor and marsh, with the appurtenances in the town and lands

APPENDIX No. 6.

Recovery suffered by Cæsar Colclough, Easter, 1744

Parcels.

of Tintern Castle-Isell, Castlemorogho, otherwise, Castleworkhouse, Newtown, Saltmills, Ballygarrott, otherwise, Ballygarrett, Cappaclanane, Gibstow, otherwise, Gibstown. Kierans, otherwise, St. Kieran, Garrycullen, Tallagh, St. Leonard's, Ballyhackbegg, Carrowmore, otherwise, Carrormore, Milltown, Ruthtunney, Dunmane, Ballyfleming, Ballytrasney, Garryduffe, Booley, otherwise, Bowly, Yoaltown, Cheristown, Seartdown, otherwise, Owenduffe, Tobernessan, Ganestown, Kienagh, Coileroe, otherwise, Cooleroe, Ballycullen, Ballinrowan, Duraght, Priestown, Brandon, Ballycross, otherwise, Ballytross, Pullingstown, otherwise, Bullingstown, Ballybought, Grange of Killmore, Castletown, Banno, otherwise, Bannow, Mocorry, Balienroch, Coolree, Coolevane, Whelaghgaur, otherwise, Whilagoure, Culeneen, Kiltely, Duneen, Knocknemill, Curraghduffe, Tincurry, Ballybrin, otherwise, Ballybreen, Ballynemenanagh, Rossard, Glaslesky, otherwise, Glaslaskin, otherwise, Glaslack, Clonalrin, otherwise, Clonelrin, Keill, Maudoran, Bowleylusk, Keinteige, Tumwona, Skahanagh, Coolenecurny, and Ballynecoola, in the county of Wexford, aforesaid, and also, 2 parks of land, one garden, 24 burgages, the fourth part of a burgage lying in St. John-street, in or near Wexford, in the county of Wexford, aforesaid; and also, three-fourth parts of 6 messuages, 10 cottages, 10 gardens, 80 acres of land, 50 acres of meadow, 80 acres of pasture, 50 acres of wood and underwood, 100 acres of furze and heath, and 100 acres of moor, with the appurtenances in the town and lands of Mangan, in the county of Wexford, aforesaid, and one moiety of 10 messuages, 20 cottages, 20 gardens, 100 acres of land, 80 acres of meadow, 100 acres of pasture, 60 acres of wood and underwood, 160 acres of furze and heath, and 100 acres of moor, with the appurtenances in the town and lands of Ballyloskey, Sraghmore, Ballynecullagh, and Tonmcorry, in the county of Wexford, aforesaid, and one-third part of 20 messuages, 60 cottages, 60 gardens, 200 hundred acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the town and lands of Ballytraney, Ballydooragh, Ballnevochane, and Rylanemore, Rylanebegg, otherwise, Rylanes, Castlekirk, and Kilmashil, in county of Wexford, aforesaid; and one-sixth part of a third part of 20 messuages, 60 cottages, 60 gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the town and lands of Rylanemore, Rylanebegg, otherwise, Rylanes, Castlekirk, and Kilmashil, in the county of Wexford, aforesaid; and also, the eleventh part of said third part of 20 messuages, 60 cottages, 60 gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the town and lands of Rylanemore, Rylanebegg, otherwise, Rylanes, Castlekirk, and Kilmashil, aforesaid, in the county of Wexford, aforesaid, and the watercourse and ferry of Bannow, in the county of Wexford, aforesaid, and one yearly rent of one hundred pounds sterling, issuing out of the town and lands of Moynart, otherwise, Minart, and one chief rent of forty pounds sterling, issuing out of the whole territory of the Duffery, in the county of Wexford, aforesaid; and also, one other chief rent of one pound sterling,

A B C D E F G H

A issuing out of John-street, in the town of Wexford, aforesaid; and one other yearly rent of one pound sterling, issuing out of the villages and lands of Coolebick and Ballywilliam, otherwise, Ballylean; and one other yearly rent of five shillings sterling, issuing out of the Rectory Church or Chapel of Killag, in the county of Wexford, aforesaid; and also, the rectory and churches of Tintern, St. Kieran, otherwise, Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, otherwise, Dum-
B nane, Colinmeane, otherwise, Clonmeane, Kieagh, otherwise, Kienagh, Banno, and Kilmore, otherwise, Killmare, in the county of Wexford, aforesaid; and also, the great and small Tythes of Tintern, St. Kieran, otherwise, Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, otherwise, Dumneane, Colinmeane, otherwise, Clonmeane, Keiagh, otherwise, Keinagh, Banno, and Kilmore, otherwise, Killmare, in the county of Wexford, aforesaid, as his right and inheritance, and
C into which the said Thomas hath not entry until after the disseisin, which Hugh Blake thereof unjustly and without judgment made to the said William, within twenty years, now last past, and thereupon, he declares that he was seized of the said manor, scite, circuit, ambite, and precinct castles, three-fourth parts moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and the tenements, with the appurtenances in his demesne, as of fee and right in the time
D of peace in the time of the present lord the king by taking the profits thereof to the value and soforth, and wherein, and soforth, and therefore he brings his suit and soforth.

And the said Thomas, personally, comes and defends his right and soforth, and thereupon calls to warranty, Cæsar Colclough, Esquire, who is per-
E sonally present here in court, and freely warrants the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances to him and soforth, and hereupon, the said William demands against the said Cæsar, tenant by his warranty, the said manor, scite, circuit, ambite, and precinct, castles, three-fourths parts moiety, third part, sixth part, eleventh
F part, ferry, yearly rents, rectorys, tythes, tenements, with the appurtenances in manner, aforesaid, and soforth; and whereupon, he declares that, he was seized of the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenaces in his demesne, as of fee and right, in the time of peace, in the time of the present lord the king, by taking the profit thereof to the value
G and soforth, and wherein and soforth and thereof he brings his suit and soforth.

And the said Cæsar, tenant by his warranty, defends his right when and soforth, and thereupon, further calls to warranty, Vesey Colclough, Esquire, son and heir apparent of the said Cæsar, who is likewise, personally present here in court, and freely warrants the said manor, scite, circuit, ambite, and precinct,
H castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rent, rectorys, tythes, and tenements, with the appurtenances to him and soforth; and hereupon, the said William, demands against the said Vesey, tenant

APPENDIX No. 6.

Recovery suffered by Cæsar Colclough, Easter, 1744.

by his warranty, the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances in manner aforesaid, and soforth; and whereupon, he declares that he was seized of the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances in his demesne, as of fee and right in the time of peace, in the time of the present lord the king, by taking the profits thereof to the value and soforth; and therefore, he brings his suit and soforth. A B

And the said Vesey, tenant by his warranty, defends his right when and soforth, and thereupon, further calls to warranty, John Smith, who is likewise personally present here in court, and freely warrants the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances to him, and soforth; and hereupon, the said William, demands, against the said John, tenant by his warranty, the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances in manner aforesaid, and soforth; and whereupon, he declares that, he was seized of the said manor, scite, circuit, ambite, and precinct, castles, three-fourths parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances in his demesne, as of fee and right, in the time of peace, in the time of the present lord the king, by taking the profits thereof to the value, and soforth, and wherein, and soforth, and therefore, he brings his suit, and soforth. C D E

And the said John, tenant by his warranty, defends his right, when and soforth, and says that, the said Hugh, did not disseize the said William of the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances, as the said William, by his said writ and declaration, doth above suppose, and of this he puts himself upon the country, and soforth. F

And the said William prays leave to imparle, and he hath it, and soforth, afterwards, in the same term, the said William, personally, came here into court, and the said John, though solemnly required, came not again, but departed in contempt of the court and made default; therefore, it is considered that the said William do recover against the said Thomas full seizin of the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances, and that the said Thomas have of the land of the said Cæsar, to the value, and soforth; and that the said Cæsar, further have of the land of the said Vesey, to the value, and soforth; and that the said Vesey, further have of the G H

land of the said John, to the value, and soforth; and the said John in mercy, and soforth; and hereupon, the said William, prays a writ of our sovereign lord the king, to be directed to the Sheriff of the county of Wexford, aforesaid, to cause full seizin of the said manor, scite, circuit, ambite, and precinct, castles, three-fourth parts, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances to be delivered unto him, and it is granted unto him returnable here on the morrow of the Holy Trinity, at which day the said William, personally came here into court, and the Sheriff, namely, Henry Loftus, Esquire, now returns, that he by virtue of the said writ to him directed on the tenth day of May last, past, caused full seizin of the said manor, scite, circuit, ambite, and precinct, castles, three-fourths, moiety, third part, sixth part, eleventh part, ferry, yearly rents, rectorys, tythes, and tenements, with the appurtenances to be delivered to the said William, as by the said writ he was commanded.

I certify the foregoing writing is a true copy of the original recovery and compared, J. D.

T. Monck, D.P.A.

APPENDIX No. 7.

County of Wexford, } to wit.

THIS is the final agreement made in the Court of the Lord the King, the King's Courts, from the day of Easter, in fifteen days, in the seventeenth year of the reign of George II., by the grace of God, of Great Britain, France, and Ireland, King Defender of the Faith, and so forth, before Henry Singleton, Esq., George Gore, Esq., and William Yorke, Esq., justices, and others of the Lord the King's faithful subjects then there present, between Thomas Fitzgerald, Esq., plaintiff, and Cæsar Colclough, Esq., and Vesey Colclough, Esq., heir apparent of the said Cæsar, defendants, of the manor of Tintern, with the appurtenances in the county of Wexford aforesaid, and also the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and of 10 castles, 300 messuages, 1,000 cottages, 300 tofts, 1,000 gardens, 20 mills, 50 dove-houses, 6,000 acres of land, 4,000 acres of meadow, 6,500 acres of pasture, 2,000 acres of wood and underwood, 5,000 acres of furze and heath, and 7,000 acres of moor and marsh, with the appurtenances, in the towns and lands of Tintern, Castle Isell, Castlemorrogh, otherwise Castleworkhouse, Newtown, Salt Mills, Ballygarrott, otherwise Ballygarrett, Cappaclanane, Gibstowe, otherwise Gibstown, Kierans, otherwise St. Kieran, Garrycullen, Tallaght, St. Leonard's, Ballyhackbegg, Carroumore, otherwise Carrormore, Milltown, Rathlumney, Dunmane, Ballyfleming, Ballytrasney, Garryduffe, Booley, otherwise Bowly, Yoaltown, Cheristown, Scart-

Parcels.

APPENDIX No. 7.

Fine by Cæsar Colclough, Easter, 1744.

down, otherwise Owenduffe, Tobernessan, Ganestown, Kienagh, Coleroe, otherwise Coolroe, Ballycullen, Ballinrowan, Duraght, Priestown, Brandon, Ballycross, otherwise Ballytross, Pullingstown, otherwise Bullingstown, Ballybrought, Grange of Kilmore, Castletown, Banno, otherwise Bannow, Mocorry, Ballycuroch, Coolree, Coolrane, Whelaghgaur, otherwise Whelaghgoure, Culeneen, Killtely, Duneen, Knocknemill, Curraghduffe, Tincurry, Ballybren, otherwise Ballybreen, Ballynemenanagh, Rossard, Glaslesky, otherwise Glaslackin, otherwise Glaslack, Clonnbrin, otherwise Clonbrine, Keill, Mandoran, Boulylusk, Keinkige, Tunnmona, Skahanagh, Coolenecarnay, and Ballynecoola, in the county of Wexford aforesaid, and also of two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage lying in St. John-street, in or near Wexford, in the county of Wexford aforesaid, and also of three-fourth parts of six messuages, ten cottages, ten gardens, eighty acres of land, fifty acres of meadow, eighty acres of pasture, fifty acres of wood and underwood, 100 acres of furze and heath, and 100 acres of moor, with the appurtenances, in the town and lands of Mangan, in the county of Wexford aforesaid, and of one moiety of ten messuages, twenty cottages, twenty gardens, 100 acres of land, eighty acres of meadow, 100 acres of pasture, sixty acres of wood and underwood, 160 acres of furze and heath, and 100 acres of moor, with the appurtenances, in the town and lands of Ballylasky, Sraghmore, Ballynecullagh, and Toromcorry, in the county of Wexford aforesaid, and of one-third part of twenty messuages, sixty cottages, sixty gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, sixty acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances, in the town and lands of Ballytrany, Ballydorragh, Ballynevocrane, Rylanemore, Rylanebegg, otherwise Rylanes, Castlekirk, and Kilmashill, in the county of Wexford aforesaid, and of one-sixth part of a third part of twenty messuages, sixty cottages, sixty gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, sixty acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances, in the said towns and lands of Rylanemore, Rylanebeg, otherwise Rylanes, Castlekirk and Kilmashill, in the county of Wexford aforesaid, and also of the eleventh part of said third part of twenty messuages, sixty cottages, sixty gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, sixty acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances, in the towns and lands of Rylanemore, Rylanebegg, otherwise Rylanes, Castlekirk, and Kilmashill aforesaid, in the county of Wexford aforesaid, and of the watercourses and ferry of Banno, in the county of Wexford aforesaid, and of one yearly rent of £100 sterling, issuing out of the town and lands of Moynart, otherwise Minart, and of one chief rent of £40 sterling, issuing out of the whole territory of the Duffrey, in the county of Wexford aforesaid, and also of one other chief rent of one pound sterling, issuing out of St. John-street, in the town of Wexford aforesaid, and of one other yearly rent of one pound sterling, issuing out of the villages and lands of Coolebeck and Ballywilliam, otherwise Ballyhean, and of one other yearly rent of five shilling sterling, issuing out of the rectory church or chappel of Killag, in the county of Wexford aforesaid, and also of the rectories and churches of Tintern, St. Leonard's, Nash, Owenduffe, Dumnane,

A B C D E F G H

Fine by Cæsar Colclough, Easter, 1744.

A otherwise Dunmane, Colinmeane, otherwise Clonmeane, Kieagh, otherwise Kienagh, Banno, and Kilmore, otherwise Killmore, in the county of Wexford aforesaid, and also of the great and small tythes of Tintern, St. Kieran, otherwise Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, otherwise Dunmane, Colinmeane, otherwise Clonmeane, Keeangh, otherwise Kienagh, Banno, and Killmore, otherwise Killmare, in the county of Wexford aforesaid, whereupon a plea of B covenant was summoned between them in the same court, to wit, that the said Cæsar Colclough and Vesey Colclough acknowledged the manor, scite, circuit, ambite, and precinct, castles three-fourth part moiety, third part, sixth part, eleventh part ferry, yearly rents, rectorys, tythes, and tenements aforesaid, with the appurtenances, to be the right of the said Thomas Fitzgerald, as those which the said Thomas Fitzgerald hath of the gift of them, the said Cæsar Colclough and Vesey Colclough, and those they remise and quit, claim from them the said Cæsar C Colclough and Vesey Colclough, and their heirs, to the said Thomas Fitzgerald, his heirs, for ever; and further, the said Cæsar Colclough grants for him and his heirs that they will warrant the manor, scite, circuit, ambite, and precinct castles, three-fourth parts as moiety, third part, sixth part, eleventh part ferry, yearly rents, rectories, tythes, and tenements aforesaid, with the appurtenances, to the said Thomas Fitzgerald and his heirs, against him, the said Cæsar Colclough and D his heirs, for ever; and moreover, the said Vesey Colclough grants him and his heirs that they will warrant the manor, scite, circuit, ambite, and precinct castles, three-fourth parts moiety, third part, sixth part, eleventh part ferry, yearly rents, rectorys, tythes, and tenements aforesaid, with the appurtenances, to the said Thomas Fitzgerald and his heirs, against the said Vesey Colclough and his heirs, E for ever; and for this grant, remission, quit claim, warranty, fine, and concord, the said Thomas Fitzgerald hath granted to the said Cæsar Colclough and Vesey Colclough one sparrow-hawk.

ACTON.

According to the form of the statute, the first proclamation of the F within-written fine was made at the King's Courts in Easter Term, in the 17th year of the reign of George II., by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, to wit, on the 7th day of May, in the same term. The second proclamation of the within-written fine was made at the King's Courts aforesaid, in Trinity Term, in the seventeenth and eighteenth years of the reign of the said Lord George the II., by the grace of God, of Great G Britain, France, and Ireland, King, Defender of the Faith, and so forth, to wit, on the 13th day of June, in the same term. The third proclamation of the within-written fine was made at the King's Courts aforesaid, in Michaelmas Term, in the eighteenth year of the reign of the said Lord George the II., by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, to wit, on the 28th day of November, in the same term. The fourth proclamation of the within-written fine was made at the King's Courts aforesaid, in Hilary Term, H in the eighteenth year of the reign of the said Lord George the II., by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and

APPENDIX No. 7.

Fine by Cæsar Colclough, Easter, 1744.

so forth, to wit, on the 12th day of February, in the same term, deliberated by proclamation according to the form of the statute, and so forth.

I certify that this is a correct copy of the original fine and compared.

T. Monck, D.P.A.

APPENDIX No. 8.

Memorial of Articles of Agreement, dated 23rd April, 1744.

APPENDIX No. 8.

TO THE REGISTER APPOINTED FOR REGISTERING DEEDS, &c.

A MEMORIAL of articles of agreement, bearing date the 23rd day of April, 1744, made between Cæsar Colclough, Esq., and Vesey Colclough, Esq., his eldest son and heir apparent, for the setting the estate of Moghurry and Tintern, in the county of Wexford, and all their estate in this kingdom of Ireland, raising money for the discharge of debts due by said Cæsar, securing proper provisions for the said Cæsar's younger children, and also maintenance for the said Vesey Colclough, and it is thereby agreed between them that fines and recoveries should then immediately be levied and suffered of said estates, in order to enable them to call in and receive £3,000 due by Agmondisham Vesey, Esq., which sum is to be applied in discharge of said Cæsar's debts, and also to raise the sum of £6,000 as a charge on said estate for the said younger children of said Cæsar, to be disposed of by the said Cæsar and Vesey Colclough, in lieu of said £3,000 due by said Agmondisham Vesey, for the said children's portions on the estate of Lucan; and it is thereby agreed that part of said estate shall be conveyed to trustees for discharging the interest of said sum as it becomes due, and for paying said Vesey Colclough £250 a year, and that £100 be immediately paid said Vesey to discharge his particular debts, that a settlement be made in proper form of the said whole estate, with power to settle a jointure or jointures on the woman or women said Vesey shall marry, and as the said Cæsar and Vesey shall appoint, with remainders as usual in family settlements, in which a power is to be given said Vesey Colclough and Cæsar Colclough jointly, to charge the said estate with any sum or sums they shall agree to and appoint, and that said settlement shall give said Vesey a further yearly sum out of the land contest between the said Cæsar and Aaran Lambert, and between said Cæsar and John Maxwell, as soon as the suits them or either of them are determined, and said Vesey's maintenance is to commence from the 1st of May last and shall continue till his marriage, at which time the said Cæsar is to divide the said whole estate fairly upon the said Vesey Colclough getting £10,000 or £12,000 with a wife, or such other sum as they shall both agree to take with such wife, which sum shall go in discharge of the incumbrances affecting said estate, and if said £3,000 shall not be sufficient to discharge

the said Cæsar's debts, and the said Vesey shall join in raising more for that purpose, then the said Cæsar shall make the said sum of £50 a year, agreed to be given as an addition to said Vesey Colclough's maintenance of £240 a year, a full £100 a year, which said deed or articles are witnessed by Thomas Richards, of the city of Dublin, Esquire, Barrister-at-law, and William Tenner, of the same city, gentleman; and this memorial is witnessed by the said William Tenner and Philip Purcell, of the said city, scrivener.

APPENDIX No. 8.

Memorial of Articles of Agreement, dated 23rd April, 1744.

CÆSAR COLCLOUGH [Seal.]

Signed and sealed in the presence of us } WILLIAM TENNER. PHILL PURCELL.

Registered 14th July, 1744, at 12 o'clock.

P. V. FITZPATRICK.

APPENDIX No. 9.

APPENDIX No. 9.

Act of Parliament, dated 4th April, 1746.

AN ACT for the Relief of the Creditors and the younger children of Cæsar Colclough, of Mocorry, in the County of Wexford, Esquire, and for settling a maintenance on Vesey Colclough, grandson of the said Cæsar, and other purposes.

Venerilis, 4 die Aprilis, 1746.
Prima vice Lecta.
Sabbati, 5 die Aprilis, 1746.
Secunda vice Lecta.
Martis, 8 die Aprilis, 1746.
Tertia vice Lecta.

Soit Baille aux Signeurs—

Die Martis, 18 die Aprilis 1746.
Prime vice Lecta.
Die Mercuris, 9 die Aprilis, 1746.
Secunda vice Lecta.
Die Jovis, 10 die Aprilis, 1746.

A cette Bille les Seignieurs sont Assentus.

APPENDIX No. 9.

Act of Parliament, dated 4th April, 1746.

AN ACT for the relief of the creditors and the younger children of Cæsar Colclough, of Mocorry, in the County of Wexford, Esquire, and for settling a maintenance on Vesey Colclough, grandson of the said Cæsar, and for other purposes.

WHEREAS, Cæsar Colclough was, on the twenty-third day of April, in the year of our Lord one thousand seven hundred and forty-four, tenant for life, of the towns, lands, tenements, and hereditaments hereinafter mentioned, that is to say—the towns and lands of Mocorry, Coolree, Whelaghgaure, Raheenroche, Colevane, Culeneen,, Keltely, Duneene, Knocknemilie, Curraghduffe, Cullintraghbeg, Cullentraghmore, three parts of Mangan, Tincurry, Ballykrin, Ballynemenangh, and David's Town, the one-half of Ballylasky, the third part of Ballintrany, and Ballydoragh, the one half of Sraghmore, and the third part of Templeshanboe, Kilroshe, half of Rassard, the one-half of Ballynebagh, the one-half of Ballynecullagh, the one-half of Moneperson, Glaslasky, a third part of Ballynevierane, and Munbrany, the third part of Rylane, Castlekirk, and Kilmershil, the sixth part of another third part, and the eleventh part of the said third part, Annagh, Tomligh, the one-half of Towncorry, the one-half of Knockduffe, Clounbrin, commonly reputed and known by the name of the Mocorry Estate, the manor of Tintren, with the appurtenances and the scite, circuit, ambit, and precinct of the abbey, monastery, and religious house of Tintren, the town and lands of Tintren, Castle-Isel, Castle-Moraghoe, *alias* Castle-work-house, Newtown, Salt Mills, Ballygarret, Cappaclanane, Gibstow, *alias* Gibstown, Kierans, *alias* St. Kieran, Garrycullen, Tallagh, Saint Leonard's, Ballyhackbegg, Currowmore, *alias* Cararmore, Milltown, Rathtumney, Dunmane, Ballyfleming, Ballytrasney, Garryduffe, Boolly, *alias* Bowley, Yoolestown, Christown, Scarldown, *alias* Owenduffe, Tobernesson, Ganestown, Kienagh, Coleyroe, *alias* Coolero, Ballycullen, Ballincowan, Duraght and Priestown, Brandon, Ballycrosse, *alias* Ballytross, Pullingtown, *alias* Bullingtown, Ballybought, Grange of Kimore and Castletown, Banno, with the watercourse and ferry of Banno aforesaid, Castletone, Bally-William, tythes of the parishes of Tintren and Clomines, tythes of the islands of Banno, Tythes of Kilmore, Tythes of Saint Molins, in the county of Catherlogh, several houses and parcels of ground in and near Wexford, commonly called the Tintren Estate, which said several towns, lands, tenements, and tythes, are situate in the counties of Wexford and Catherlough (and which said several lands, tenements, and hereditaments are of the present clear yearly value of two thousand two hundred pounds, and will, by the fall of leases, be near a thousand pounds a-year more in twelve years) with a remainder to Vesey Colclough, Esq., eldest son of the said Cæsar in tail male, with several remainders over, under a quadrupartite deed of settlement, dated the tenth day of March one thousand seven hundred and nineteen, and made between the said Cæsar Colclough of the first part, Margaret Pigott Colclough of Tintern, in the

A county of Wexford, widow, since deceased, of the second part, the Right Reverend Father in God, Sir Thomas Vesey, Baronet, Lord Bishop of Ossory, since deceased, of the third part, and Agmondisham Vesey, of Lucan, in the county of Dublin, Esquire, since deceased, and Richard Le Hunte, of Artramon, in the county of Wexford, Esquire, of the fourth part, upon the intermarriage of the said Cæsar with Francis Muschamp Vesey, since deceased, the daughter of the said Lord B Bishop, in which said deed is recited a deed of settlement of the Mocorry Estate Triparte and dated the sixth day of March one thousand seven hundred, and made or mentioned to be made between Dudley Colclough, of Mocorry, in the county of Wexford, Esquire, since deceased, the said Cæsar, father of the first part, Sir Thomas Butler, of Garryhunden, in the county of Catherlough, Baronet, since deceased, and Nicholas Barnewall, of Domicky, in the county of Dublin, C Esquire, since deceased, of the second part, and Robert Leigh, of Rossgarland in the county of Wexford, Esquire, since deceased, of the third part; and whereas by articles or settlement upon the intermarriage of the said Cæsar with his present wife, daughter of the said Agmondisham Vesey, and mother of the said Vesey Colclough, and dated the eighteenth day of July one thousand seven hundred and twenty-one, the sum of three thousand pounds was provided for D the younger children of the said Cæsar, to be raised out of the towns and lands of Lucan, in the county of Dublin, and other the lands late the estate of the said Agmondisham; and whereas the said Cæsar Colclough, and Vesey Colclough, his eldest son, did, by certain articles dated the said twenty third day of April, one thousand seven hundred and forty four, agree to settle the estates of Mocorry and Tintron, and all their estate in the said counties of Wexford and Cather- E lough, in the kingdom of Ireland, to raise money for the discharge of debts due from the said Cæsar, and to secure proper provisions for the said Cæsar's younger children, and also a maintenance for the said Vesey Colclough, and to levy fines and suffer recoverys of the said estate, in order to enable them to call in and receive the said three thousand pounds charged as aforesaid, upon the estate of Agmondisham Vesey, Esquire, son of the said Agmondisham, deceased; and the F said Cæsar and Vesey did thereby agree that the said sum of three thousand pounds should be applied towards the discharge of the said Cæsar's debts, and to raise the sum of six thousand pounds as a charge on the said estates of Mocorry and Tintren, for the said younger children of the said Cæsar, and to be disposed of by the said Cæsar and Vesey, in lieu of the said three thousand pounds chargeable on the estate of the said Agmondisham Vesey for the said children's G portions; and further, that some part of the said estates of Mocorry and Tintren should be conveyed to trustees to be applied for the discharge of the interest of the said six thousand pounds, as it should become due, and for payment the said Vesey Colclough, two hundred and fifty pounds a-year, and one hundred pounds immediately to discharge the said Vesey Colclough's particular debts, and the said Cæsar and Vesey his son did, by their said articles, further agree H that a settlement should be made in proper form of their said whole estate, with power to settle such jointure on any wife the said Vesey should marry, as the said Cæsar and Vesey should appoint, and with remainders as usual in family

APPENDIX No. 9.

Act of Parliament, dated 4th April, 1746.

settlements, and with a power to the said Cæsar and Vesey jointly to charge the said estate with any sum or sums they should agree to and appoint, and whensoever the suit depending for recovery of Dunmain, between the said Cæsar and Aaran Lambert, or the said Cæsar's suit concerning the lands of Roylane, should be at an end, that the said Vesey should have, by the said intended settlement, a further yearly sum of fifty pounds out of the lands when recovered; and further, that the said Vesey's aforesaid maintenance should commence from the first day of May one thousand seven hundred and forty four, and should continue to said Vesey's marriage, and that upon the said Vesey's getting ten thousand or twelve thousand pounds portion with a wife, or such other sum as the said Cæsar and Vesey should agree to, the said Cæsar and Vesey were to enjoy the said whole estate by moieties, and the said portion was to go in discharge of the incumbrances affecting the estate; and it was further agreed between them, that if the said three thousand pounds in the hands of the said Agmondisham Vesey should not be sufficient to discharge the said Cæsar's debts, and the said Vesey should join in raising more for that purpose than the said three thousand pounds, that then the said fifty pounds a year agreed to be given as an addition to the said Vesey Colclough's maintenance of two hundred and fifty pounds a year should be enlarged to one hundred pounds a year. And whereas fines and recoveries were levied and suffered in pursuance of the said articles, and the said Vesey Colclough soon after intermarried without the consent of the said Cæsar Colclough. And whereas after the marriage of the said Vesey Colclough, certain articles were entered into by and between the said Cæsar and Vesey Colclough, his son, bearing date the seventeenth day of January, one thousand seven hundred and forty-four, in pursuance of which a family settlement was to be made, by which said articles it was agreed that the said Cæsar should give the said Vesey four hundred pounds a year out of such part of his estate as they should agree upon before the execution of such settlement, and that the said Vesey should have power to raise thereout two thousand pounds, for his sole and proper use, the interest whereof was to be paid as the interest of the money to be raised for the use of the said Cæsar, and that the said Vesey should have three hundred pounds a year of the said four hundred pounds settled on him and his heirs, and at his own disposal after the said Cæsar's death, and should have power to charge the said estate after the said Cæsar's death, with three thousand pounds for the provision of his younger children, and a jointure of four hundred pounds a year for any wife, and to charge by will the said four hundred pounds to be settled, with three thousand pounds for younger children, if the said Vesey should die in the lifetime of the said Cæsar; and it was further agreed that the said Vesey should join in raising seven thousand pounds for provisions for the said Cæsar's younger children, and should also consent that the said Cæsar should have the said three thousand pounds secured upon the said Lucan estate, and should join the said Cæsar in raising of two thousand pounds on their estate at large, besides the one thousand pounds already raised to be at the said Cæsar's disposal, and that the said seven thousand pounds to be raised for the provision of the said Cæsar's younger

A B C D E F G H

A children should be disposed of amongst them in such manner as the said Cæsar and Henrietta, his wife, or the survivor of them, should appoint; and it was further agreed, that upon perfection of a proper deed, pursuant to this agreement, all articles of agreement before entered into should be cancelled, and that the said Cæsar should give possession of lands, for the payment of the interest of such sums as he should borrow upon a mortgage of those lands. And whereas B soon after the perfection of the said last recited articles, the said Vesey Colclough came to the city of Dublin, with an intent to have the said settlement drawn and perfected, but in a few days fell ill, and after a very short illness, and before a settlement could be prepared, pursuant to the said articles, the said Vesey died intestate, leaving his wife *enciente*, who hath lately been delivered of a son, named Vesey, so that the said articles could not be carried into execution as was C intended, to the great prejudice of the said Vesey's family, as well as the said Cæsar's. And whereas Mary Colclough, widow and relict of the said Vesey Colclough, hath been appointed guardian by the Court of Chancery, to the said Vesey, her son, which said Vesey is left in a very destitute condition, and without any manner of provision for his support by the death of his said father, before the said last recited articles could be effectually carried into execution, D whereupon the said Cæsar, his grandfather, and the said Mary Colclough, mother and guardian of the said Vesey Colclough, the minor, have come to an agreement to make provision for the immediate support and education of his said grandson, in manner hereinafter mentioned (that is to say), one hundred and thirty pounds a year untill he shall arrive to the age of thirteen years, and two hundred pounds a year after the said age of thirteen years, and until he shall E arrive at the age of twenty-one years, and from the said age of twenty-one years four hundred pounds a year during the joint lives of them, the said Cæsar and Vesey, and the said Cæsar has agreed to set out lands of greater yearly value than the said several payments. And whereas the said Cæsar Colclough hath four younger sons and six daughters, namely Agmondisham, Adam, Thomas, and Richard; Frances, Mary, Margaret, Harriott, Ann, and Lora, for whom a F very small provision is made by the said Cæsar's marriage settlement, and the said Cæsar's debts, which will not affect the said real estate after the said Cæsar's death, are computed to amount to about five thousand pounds. And whereas the said Cæsar Colclough hath laid out and expended large sums of money upon the lands and premises so settled, equal to the debts now owing by him, and thereby greatly improved the inheritance thereof in their annual value. And G whereas the prosecution of a suit in equity upon the said two articles perfected by the said Cæsar and Vesey, in the names of the said Cæsar's creditors against him, his wife, and all his children and trustees, in the said settlement or their representatives, and against the said Agmondisham Vesey, or those intitled to the said Lucan estate, which is subject to the said three thousand pounds, and against the said posthumus child, would on account of the number of parties H and the minority of some of them, be very tedious, and the circumstances of the said Cæsar and his said creditors and younger children, require a speedy remedy; wherefore the said Cæsar Colclough, in behalf of himself and of his

APPENDIX No. 9.

Act of Parliament, dated 4th April, 1746.

said creditors and younger children, and Mary Colclough, mother and guardian of the said Vesey, on behalf of her said son, the said Vesey, pray it may be enacted; and be it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons in the present Parliament assembled, and by the authority of the same, that all the said lands, tenements, and hereditaments hereinbefore expressed, with their appurtenances, be from the twenty-fifth day of March, one thousand seven hundred and forty-six, vested and in the actual seizin of John Lyons, of the city of Dublin, Esq., and William Bridges, of Mount-Fin, in the county of Wexford, Esq., and their heirs, to the use, intents, and purposes hereinafter mentioned that is to say, as to the towns and lands of Grange of Kilmore, Ballyroan, and Kinneagh, of the clear yearly value of one hundred and thirty-seven pounds twelve shillings and sixpence, to the use of the said Vesey Colclough, grandson of the said Cæsar, for and during the joint lives of the said Cæsar and his grandson, the said Vesey, and as to the towns and lands of Garrycullen and St. Kyran's, of the clear yearly value of ninety-five pounds sixteen shillings and sixpence, to the use of the said Cæsar, for the term of thirteen years from the twenty-fifth day of March, one thousand seven hundred and forty-six, in case he shall so long live, and from and after the expiration of the same term, to the use of the said Vesey Colclough, grandson of the said Cæsar, for and during the joint lives of the said Cæsar, and his grandson, the said Vesey; and as to the towns and lands of St. Leonards, Ballyhachbegg, Coolroe, Ballytarsney, Castletone, and Ballybought, otherwise Roestown, of the clear yearly value of one hundred and seventy-five pounds, to the use of the said Cæsar for the term of twenty-one years, to be computed from the twenty-ninth day of September, one thousand seven hundred and forty-five, in case he so long lives, and from and after the expiration of this term, to the use of the said Vesey Colclough, grandson of the said Cæsar, for and during the joint lives of the said Cæsar and his grandson the said Vesey; and it is hereby declared that the rents, issues, and profits of the said lands limited to the said Vesey Colclough in possession, and the said lands limited to the said Vesey after the expiration of the said term of thirteen years, and that the yearly rents and profits of the said lands so limited to the said Vesey shall and may be paid to and received by the said Mary Colclough, as they respectively become due, during the term she shall continue guardian to the said Vesey Colclough, and by any other guardian who shall or may be hereafter appointed by the High Court of Chancery in this kingdom for the education and maintenance of the said Vesey Colclough; and as to all and singular the said other towns, lands, tenements, and hereditaments, with their appurtenances, to the intent and purpose that the said John Lyons and William Bridges, and their heirs and the survivor of them, and the heirs of the survivor, shall and may by sale or sales mortgage or mortgages of the same towns, lands, tenements, and hereditaments, or a competent part thereof, levy and raise (as soon as conveniently may be) in the first place such sums of money as will be sufficient to defray the expense of passing this act, and also as much money as

A will pay the debts that were due and owing by the said Vesey Colclough, eldest son and heir of the said Cæsar, and father of the said Vesey the younger at the time of his death, so as the said Mary, the widow of the said Vesey, be entirey discharged therefrom, and so as the sums to be raised for the paymentof the debts and funeral expenses of the said Vesey Colclough do not exceed the sum of four hundred pounds ; and in the next place to raise the sum of two thousand pounds B to be paid by them unto John Jervaise White, of Bally-Ellis, in the county of Wexford, Esquire, his executors and administrators, upon trust, to pay and apply the same in discharge of such of the said Cæsar's debts (which will not affect his real estate after his death) as he the said Cæsar shall by any deed or writing, under his hand and seal or by his last will and testament, direct and appoint ; and when the said sums are raised, then to the intent and purpose C that the said trustees, and the survivor of them, and the heirs of the survivor, shall and may by sale or sales, or by one or more mortgages of the residue of the said lands, tenements and hereditaments or a competent part thereof, raise and levy the sum of seven thousand pounds for the said younger children to be paid and distributed amongst them at such times and in such manner as the said Cæsar and the said Henrietta, his wife, or the survivor of them, shall direct and appoint ; D and from and after the payment of the said sums of two thousand pounds and seven thousand pounds, and the expense and debts aforesaid, and the payment of the before mentioned rents, payable to the said Vesey, to the intent and purpose that the said trustees, and the survivor of them, and the heirs of such survivor, shall be and stand seized of such part of the said before mentioned lands and tenements as shall remain unsold, and the equity of redemption of E such part thereof as shall be mortgaged, to the use of the said Cæsar for and during the term of his natural life, and from and after his decease to the use of such person or persons, for such estates, trusts, and intents, as he or they are now entitled unto, freed and discharged from any provision heretofore made or intended to be made for the younger children of the said Cæsar by the said settlements, articles, or either of them, or any other deed whatsoever ; provided F always and be it enacted by the authority aforesaid that the said Cæsar Colclough shall pay and discharge all quit rent and crown rent, and all debts. charges, and incumbrances payable out of or any way affecting the said lands and premises, or any part thereof, settled on the said Vesey, or otherwise indemnify and save him harmless therefrom, so as that he the said Vesey may have and receive out of the said lands so settled upon him for his present G maintenance the clear yearly sum of one hundred and thirty pounds, and also out of the lands settled upon him, after the said term of thirteen years, the further clear yearly sum of seventy pounds, and also have and receive out of the lands settled upon him, after the term of twenty-one years, the further clear yearly sum of two hundred pounds during the joint lives of the said Cæsar and Vesey Colclough as aforesaid ; provided also that the said Cæsar shall and H may settle such jointure on any after to be taken wife, not exceeding four hundred pounds a year, and make such lease or leases of all and every of the said lands and premises not settled on the said Vesey for his maintenance as

APPENDIX No. 9.

Act of Parliament, dated 4th April, 1716.

aforesaid, and that shall not be sold for the purposes aforesaid, not exceeding thirty-one years, or three lives in possession and not in reversion, at the best improved rent, without fines, as are agreeable to the powers reserved to him by the said settlements. And be it enacted by the authority aforesaid that the said three thousand pounds, secured on the said Lucan estate, be paid unto the said Cæsar, towards discharging such of the said Cæsar's debts which after his death are not to affect his estate, and that the receipt of the said Cæsar, his executors or administrators, shall be a full and sufficient discharge for the same. And be it enacted by the authority aforesaid that the said trustees, or either of them, their or either of their heirs, executors, or administrators, shall not be answerable for or chargeable with the act or default of the other or others of them, or for any further or other sum or sums of money than what he or they shall actually and respectively receive, nor for any loss other than what shall happen by his or their willful default; saving unto the King's Most Excellent Majesty, his heirs and successors, and all persons, bodies corporate and politic, other than the said Cæsar Colclough, and the said younger children, and the said grandson of the said Cæsar, all right, title, and claim to the said lands, tenements, and hereditaments, rents payable thereout, and all mortgages, judgments, and other incumbrances charging the same, anything herein contained to the contrary notwithstanding.

APPENDIX No. 10.

APPENDIX No. 10.

Recovery suffered by Cæsar Colclough. Trinity, 1767.

REMEMBRANCE ROLL of the Honorable Barry Maxwell, Esquire, of Trinity Term, in the seventh year of his present majesty King George III., and soforth.

TRINITY, 1767.

County of Wexford, to wit.

COMMAND, John Carroll, of the city of Dublin, gentleman, that justly and without delay he render unto the Rev. Thomas Colclough of Kilmagee, in the county of Kildare, clerke, the manor of Tintern, with the appurtenances, in the county of Wexford aforesaid, and also the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and 10 castles, 300 messuages, 1,000 cottages, 300 tofts, 1,000 gardens, 20 mills 50 dove-houses, 2,000 acres of land, 2,000 acres of meadow, 3,000 acres of pasture, 1,000 acres of wood and underwood, 2,000 acres of furze and heaths, 1,000 acres of moor and marsh, with the appurtenances in the town and lands of Tintern, Castleisell,

A Castlemorosho, otherwise Castleworkhouse, Newtown, Saltmills, Ballygarrott, otherwise Ballygarrett, Cappaclanane, Gibstowe, otherwise Gibstown, Kierans, otherwise St. Kieran, Garryculian, Tallagh, St. Leonard's, Ballyhackbegg, Carrowmore, otherwise Carrormore, Milltown, Dunmane, Ballyfleming, Ballytrasney, Garryduff, Booley, otherwise Bowly, Yoaltown, Cheristown, Scartdown, otherwise Owenduffe, Tobernessan, Ganestown, Kinnagh, Coryleroe, otherwise Cooleroe, B Ballyculleu, otherwise Ballyculiane, Ballinrowan, Duraght, Priestown, Brandon, Baleyeross, otherwise Ballytross, Bullingstowne, otherwise Bullingtown, Ballybought, Grange of Kilmore, Castletown, Banno, otherwise Bannow, Mocorry, Ballyenroch, Coolree, Coolerane, Whelaghgane, otherwise Whelagoure, Culeneen, Killtely, Duneen, Knocknemill, Curraghduffe, Tincurry, Ballybrin, otherwise Ballybreen, Ballynemenanagh, Rossard, Glaslesky, otherwise Glaslackin, otherC wise Glaslack, Cloonbrin, otherwise Clonebrin, Keile, Mandoran, Bowlylusk, Kimtage, Tummona, Skahanagh, Coolenecarny, and Ballyracoola, in the county of Wexford aforesaid, and also 2 parks of land, 1 garden, 24 burgages, and the fourth part of a burgage, lying in St. John-street, in or near Wexford, in the county of Wexford aforesaid, and also three fourth parts of 6 messuages, 10 cottages, 10 gardens, 80 acres of land, 50 acres of meadow, 80 acres of pasture, 50 D acres of wood and underwood, 100 acres of furze and heath, and 100 acres of moor and marsh, with the appurtenances in the town and lands of Mangan, in the county of Wexford aforesaid, and one moiety of 10 messuages, 20 cottages, 20 gardens, 100 acres of land, 80 acres of meadow, 100 acres of pasture, 60 acres of wood and underwood, 160 acres of furze and heath, and 100 acres of moor, with the appurtenances in the town and lands of Ballylosky, Sragmore, Ballynecullagh, E and Towncorry, in the county of Wexford aforesaid, and the third part of 20 messuages, 60 cottages, 60 gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the town and lands of Ballytrany, otherwise Baleytarney, Ballydooragh, Ballynevocrane, Rylanemore, Rylanebeg, otherwise Rylanes, Castlekirk, and Killmashel, in the county of Wex- F ford aforesaid, and one-sixth part of a third part of 20 messuages, 60 cottages, 60 gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the said towns and lands of Rylanemore, Rylanebeg, otherwise Rylanes, Castlekirk, and Kilmashil, in the county of Wexford aforesaid, and also the eleventh part of said third part of 20 messuages, 60 cot- G tages, 60 gardens, 200 acres of land, 100 acres of meadow, 200 acres of pasture, 60 acres of wood and underwood, 200 acres of furze and heath, and 200 acres of moor, with the appurtenances in the towns and lands of Rylanemore, Rylanebeg, otherwise Rylanes, Castlekirk, and Kilmashill aforesaid, in the county of Wexford aforesaid, and the watercourse and ferry of Banno, in the county of Wexford aforesaid, and one yearly rent of one hundred pounds sterling, issuing out of the H town and lands of Moynart, otherwise Minart, and one chief rent of forty pounds sterling, issuing out of the whole territory of the Duffery, in the county of Wexford aforesaid, and also one other chief rent of one pound sterling, issuing out

APPENDIX No. 10.

Recovery suffered by Cæsar Colclough. Trinity 1767.

of St. John-street, in the town of Wexford aforesaid, and one other yearly rent of one pound sterling, issuing out of the villages and lands of Coolabeck and Ballywilliam, otherwise Ballylean, and one other yearly rent of five shillings, issuing out of the rectory church or chapel of Killag, in the county of Wexford aforesaid, and also the rectorys and churches of Tintern, St. Kieran, otherwise Kieran, St. Leonard's Nash, Owenduffe, Dunmane, otherwise Dumnane, Colinmeane, otherwise Clonmeane, Kiragh, otherwise Kienagh, Banno, and Killmore, otherwise Killmare, in the county of Wexford aforesaid, and also the great and small tythes of Tintern, St. Kieran, otherwise Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, otherwise Dumnane, Colinmeane, otherwise Clonmeane, Kienagh, otherwise Kienagh, Bannow, and Killmore, otherwise Killmane, in the county of Wexford, which he claims and soforth.

The tenant in person calls to warranty Vesey Colclough of Tintern Abbey, in the county of Wexford, Esquire, grandson and heir-in-law of Cæsar Colclough, late of Mocorry, in the said county of Wexford, Esquire, deceased, who in person calls the co. vo.

STEP^ST. WYBRANT.

Drawn at barr.

I certify that this is a correct copy of the recovery.

J. MONCK, D.P.A.

APPENDIX No. 11.

APPENDIX No. 11.

Copy Settlement on Marriage of Vesey Colclough, dated the 13th June, 1767.

13th June, 1767. Marriage Settlement of Vesey Colclough.

Parties.

This Indenture, made the 13th day of June, in the year of our Lord God 1767, between Vesey Colclough, of Tintern Abbey, in the county of Wexford, Esquire, and Catherine Colclough, otherwise Grogan, his wife, of the first part; Henrietta Colclough, of the city of Dublin, widow and relict of Cæsar Colclough, late of Mocorry, in the county of Wexford aforesaid, Esquire, deceased, of the second part; John Carroll, of the city of Dublin, gentleman, of the third part; the Reverend Thomas Colclough, of Kilmague, in the county of Kildare, Clerke, of the fourth part; Agmondisham Vesey, of Lucan, in the county of Dublin, Esquire, and Adam Colclough, of Shramore, in the county of Wexford

MARYLAND HISTORICAL SOCIETY

Marriage Portion.

A aforesaid, of the fifth part; John Grogan, of Johnstown, in the said county of Wexford, Esquire, and Cornelius Grogan, eldest son and heir-apparent of the said John Grogan, of the sixth part; and Sir Charles Bingham, of Castlebar, in the county of Mayo, Baronet, and John Jervis Whyte, the elder, of Ballyellis, in the said county of Wexford, Esquire, of the seventh part; witnesseth,—That for and in consideration of the marriage already had and solemnized between the said B Vesey Colclough and the said Catherine, his wife, and for and in consideration of the sum of £4,000 to the said Vesey Colclough in hand, paid on the perfection hereof, by the said John Grogan, her father, in full of all and every portion and portions, whatsoever, provided or intended for the said Catherine, as one of the younger children of the said John Grogan, by virtue of any article or settlement whatsoever or otherwise, the receipt and payment of which said sum of £4,000, C the said Vesey Colclough doth hereby acknowledge, and thereof and of every part thereof doth acquit, release, and discharge the said John Grogan, his heirs, executors, administrators, and assigns for ever, by these presents; and for settling upon and making and providing for the said Henrietta Colclough a competent jointure and maintenance for her life, in lieu of all and every jointure, claim, and demand whatsoever, which the said Henrietta hath, or might have, or claim against all or any of the lands, tenements, and hereditaments hereinafter mentioned, and for D providing and making a provision for the payment of the debts and incumbrances which now affect the lands, tenements, and hereditaments hereinafter mentioned, and for providing a competent jointure and provision for the maintenance of the said Catherine Colclough, in case she shall survive the said Vesey Colclough, her husband, and for settling and assuring the manor, lands, tenements, and hereditaments hereinafter mentioned, upon such trusts, and to, and for such intents and E purposes, and under and subject to such provisoes, limitations, and agreements as are hereinafter mentioned, expressed, and declared, of and concerning the same; and for and in consideration of the sum of 10s. sterling to the said Vesey Colclough, in hand paid by the said John Carroll, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, him, the said Vesey Colclough, thereunto moving, F and for and in consideration of the annuity, yearly rent, or sum of £600 sterling, hereinafter given and granted to, and to the use of the said Henrietta Colclough, for her life, in full of all jointure, dower, or thirds, which she hath, or claims, or might otherwise have or be entitled to, out of all or any of the lands, tenements, or hereditaments hereinafter mentioned, by virtue of, or under any other deed, articles, or settlement whatsoever, for or on account of dower, or other demand G whatsoever, they, the said Vesey Colclough and Henrietta Colclough, have, and each of them, according to their respective estates, right, titles, and interests, hath given, granted, bargained, and sold, released and confirmed, and by these presents do, and each of them as aforesaid doth give, grant, bargain, sell, release, and confirm unto the said John Carroll (in his actual possession now being), by virtue of a bargain and sale to him thereof made by the said Vesey Colclough, by inden- H ture bearing date the day next before the day of the date of these presents, in consideration of 5s., for the term of one whole year, and by force of the statute

APPENDIX No. 11.

13th June, 1767.
Marriage Settlement of Vesey Colclough.

The Manor of Tintern, and other premises in the County of Wexford.

for transferring uses into possession, and to his heirs and assigns; all That and Those the manor of Tintern, with the appurtenances, in the county of Wexford, and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and the towns and lands of Tintern, Castle Isell, Castlemorogho, otherwise Castle Workhouse, Newtown, Salt Mills, Ballygarrot, otherwise Ballygarrett, Cappaclanane, Gibstow, otherwise Gibstown, Kierans, otherwise St. Kieran, Garrycullen, Tallagh, St. Leonard's, Ballybackbegg, Carrowmore, otherwise Curraghmore, Miltown, Dunmane, Ballyfleming, Ballytrasney, Garryduffe, Booley, otherwise Bowley, Yoaltown, Cherisdown, Scartdown, otherwise Owenduffe, Tobernessan, Ganestown, Kienagh, Coyleroe, otherwise Cooleroe, Ballycullen, otherwise Ballycullane, Ballinrowan, Duraght, Priestown, Brandon, Ballycross, otherwise Ballytross, Pullingstown, otherwise Bulling-town, Ballybought, Grange of Kilmore, Castletown-Banno, otherwise Bannow, Mocorry, Ballyenrock, Coolree, Coolevane, Whelaghgaur, otherwise Wheelagoure, Culeneene, Kiltely, Duneen, Knocknemill, Curraghduffe, Tincurry, Ballybrim, otherwise Ballybreem, Ballynemenanagh, Rossard, Glaslesky, otherwise Glaslackin, otherwise Glaslack, Clonbrinn, otherwise Clonebrin Keile Mandoran, Bowlylusk, Keinteige, Tumwona, Skatranagh, Coolena, Coolenecarney, and Ballynecoola, in the county of Wexford aforesaid; and also two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage lying in St. John's-street, in or near Wexford aforesaid; and also three-fourth parts of the town and lands of Mangan, in the county of Wexford aforesaid; and one moiety of the towns and lands of Ballyloskey, Sraghmore, Ballynecullagh, and Tomcorry, in the county of Wexford aforesaid; and one-third part of the towns and lands of Ballytraney, otherwise Ballytarney, Ballydorrogh, Ballynevocrane, Rylanemore, Rylanebegg, otherwise Rylanes, Castlekirk and Kilmashill, in the county of Wexford aforesaid; and one-sixth part of a third part of the said towns and lands of Rylanemore, Rylanebegg, otherwise Rylanes, Castlekirk, and Kilmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the towns and lands of Rylanemore, Rylanebegg, otherwise Rylanes, Castlekirk, and Kilmashill aforesaid in the county of Wexford aforesaid; and the watercourse and ferry of Banno, in the county of Wexford aforesaid; and one yearly rent of £100 sterling, issuing out of the town and lands of Moynart, otherwise Minart; and one chief rent of £40 sterling, issuing out of the whole territory of the Duffery, in the county of Wexford aforesaid; and also one other chief rent of £1 sterling, issuing sut of St. John's-street, in the town of Wexford aforesaid; and one other yearly rent of £1 sterling, issuing out of the villages and lands of Coolebeck and Ballywilliam, otherwise Ballylean; and one other yearly rent of 5s. sterling, issuing out of the Rectory Church or Chappel of Killag, in the county of Wexford aforesaid; and also the Rectorys and Churches of Tintern, St. Kieran, otherwise Kieran, St. Leonard's, Nash, Owenduffy, Dunmane, otherwise Dumnane, Clinmeane, otherwise Colonmeane, Kieagh, otherwise Kienagh, Banno, and Kilmore, otherwise Kilmare, in the county of Wexford aforesaid; and also the great and small tythes of Tintern, St. Kieran, otherwise Kieran, St. Leonard's, Nash, Owenduffe, Dunmane, otherwise Dumnane, Colonmeane, otherwise Clon-

13th June, 1767. Marriage Settlement of Vesey Colclough.

A meane, Kieagh, otherwise Kienagh, Banno, and Kilmore, otherwise Killmare, in the county of Wexford aforesaid; and all that and those the Rectory of the Church of St. Mollins, otherwise Taghmollin, and all the tithes, great and small, issuing, growing, and renewing out of the town and lands of St. Mollins, otherwise Taghmollin, in the county of Catherlough; together with all and singular the rights, members, and appurtenances to the said manor, towns, lands, tenements, rents, B tythes, hereditaments, and premises belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said manor, towns, lands, tenements, rents, tythes, hereditaments and premises hereinbefore mentioned, to be hereby granted and released, and of every of them, and of every part and parcel thereof; and all the estate, right, title, interest, trust, property, profit, claim, challenge, and demand C whatsoever, of them the said Vesey Colclough and Henrietta Colclough, of, in, to, or out of the manor, towns, lands, tenements, rents, tythes, hereditaments and premises, or any of them, or any part or parcel thereof; to have and to hold all and singular the said manor, towns, lands, tenements, rents, tythes, hereditaments, and all and singular other the premises unto him the said John Carroll, his heirs and assigns for ever; to such uses, upon such trusts, D and to and for such intents and purposes, and under and subject to such provisoes, limitations, and agreements as are hereinafter limited, expressed, and declared, of and concerning the same; and to no other use, intent, or purpose whatsoever; that is to say, as to, for, and concerning that part of the said town and lands of Booley, called South Booley, in the possession of Patrick Colclough, the town and lands of Kienagh, Ballinrowan, Mocorry, Killtely, E Keile, Mandoram, Bowlylusk, Keintige, Skahanagh; that part of the said lands of Coolnecarney, now in the possession of Adam Colclough, Esquire, party hereto, by virtue of a lease made to him thereof by his father, Cæsar Colclough, Esquire, deceased; Shraghmore, Ballydorrogh, and the said yearly rent of £100 sterling issuing out of the said town and lands of Moynart, otherwise Minart, and the tythes of the parish of Banno, in the tenancy of the representative of Adam Colclough, F Esquire, deceased; and also all the tythes of the said town and lands of St. Mollins, otherwise Tagmollin aforesaid, with the appurtenances, to the use, intent, and purpose that the said Henrietta Colclough and her assigns shall and may, yearly and every year for and during the term of her natural life, have, receive, and take to her and their own use and uses, one annuity, yearly rent, or sum of £600 sterling, clear of all taxes, charges, and assessments whatsoever, as G well parliamentary as others, imposed, or that shall be imposed, either upon the said lands, tenements, chiefry, and hereditaments, or upon the said rent-charge of £600 yearly, or either or any of them, the said rent-charge, free and clear of, and over and above all deductions and defalcations whatsoever, to be yearly issuing and going out of, and charged and chargeable upon all and singular the said towns, lands, tenements, chiefry, and hereditaments last above mentioned, and to be paid H and payable to the said Henrietta Colclough and her assigns, by equal half-yearly payments, in the city of Dublin, clear of all charges and deductions whatsoever, on every 15th day of October and 15th day April, by equal portions, the first payment thereof to be made on the 15th day of October next ensuing the date hereof; the

The Manor of Tintern, and other premises in the County of Wexford.

Habendum.

As to certain parts of the premises.

To secure an Annuity of £600 to Henrietta Colclough for life in bar of Dower.

13th June. 1767. Marriage Settlement of Vesey Colclough.

same annuity, yearly rent, or sum of £600 sterling, to be in full for the jointure of the said Henrietta, as the widow of the said Cæsar Colclough, or otherwise, and in lieu, bar, and satisfaction of and for the dower and thirds at common law, which she can or may have or claim of, in, to, or out of all or any of the manors, towns, lands, tenements, rents, tythes, hereditaments and premises herein-mentioned, and in full satisfaction of, and for the provision made, or intended to be made, for the said Henrietta Colclough, in and by a certain indenture quadruparite, bearing date on or about the 18th day of July, 1721, made or mentioned to have been made by and between the said Cæsar Colclough and Margaret Pigott Colclough, widow, of the first part; Sir Thomas Vesey, baronet, then Lord Bishop of Ossory, and William Vesey, Esq., deceased, of the second part; Agmondisham Vesey, Esq., of the third part; and the said Henrietta Colclough, by the name of Henrietta Vesey, second daughter of the said Agmondisham Vesey, of the fourth part; and entered into previous to the intermarriage of the said Henrietta with the said Cæsar Colclough, A B C

Powers of Distress and Entry on non-payment.

or otherwise howsoever; and to the further intent and purpose, that if it shall happen that the said annuity, yearly rent, or sum of £600, or any part thereof, shall be behind, or unpaid by the space of twenty-one days next over or after any of the said days of payment hereinbefore appointed for payment thereof as aforesaid; then and in such case, and as often as it shall so happen, it shall and may be lawful to and for the said Henrietta Colclough and her assigns, into and upon all and singular the said towns, lands, tenements, and premises herein last before mentioned, or any part or parcel thereof, to enter and distrain; and the distress and distresses then and there found, to take, lead, drive, and carry and impound, and in pound, to detain and keep, or otherwise to sell and dispose thereof, according to the due course of law, for or towards payment of the said annuity, yearly rent, or sum of £600 sterling, and all arrears thereof, and all costs, charges, and expenses occasioned by the non-payment thereof at the days and times in that behalf before mentioned: and to the further intent and purpose, that as often as it shall happen that the said annuity, yearly rent, or sum of £600 sterling, or any part thereof, shall be behind or unpaid, or shall not be duly tendered to be paid to the said Henrietta Colclough, or her known agent or assigns, by the space of forty days next over or after either of the said days of payment hereinbefore appointed for the payment thereof as aforesaid, whether the same shall or shall not be lawfully demanded, then, and so often, it shall and may be lawful to and for the said Henrietta Colclough, and her assigns, into and upon the said towns, lands, tenements, and premises herein last before for that purpose mentioned, or upon any part or parts thereof, in the name of the whole, to enter, and the same to have, hold, and enjoy, and to receive and take the rents and profits thereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby, or therewith, or otherwise fully satisfied and paid the said annuity, yearly rent, or sum of £600 sterling, and all arrears thereof, together with all such costs, charges, and expenses, as the said Henrietta Colclough or her assigns shall be at, or put to, in making such entry, or in raising, levying, or recovering such annuity and arrears thereof, and the costs aforesaid: And also such further and other sum and sums as shall incur and grow due during such time as she shall continue in possession of the D E F G H

same premises after such entry as aforesaid, for or on account of the said £600 yearly, together with such loss, costs, charges, damages, and expenses, as shall be occasioned by the non-payment thereof at the days and times hereinbefore for that purpose appointed, and subject to the said annuity, yearly rent, or sum of £600 sterling, and such remedies for the same as aforesaid. Then, as to, for, and concerning the said towns, lands, tenements and hereditaments hereinbefore made subject and liable to the said annuity, yearly rent, or sum of £600 sterling; to the use of the said Agmondisham Vesey and Adam Colclough, their executors, administrators, and assigns, for and during the full time and term, and unto the full end and term of ninety-nine years from henceforth next ensuing, and fully to be complete and ended; upon the trusts, and for the purposes hereinafter declared, of and concerning the said term of ninety-nine years. And as to, for, and concerning the said towns, lands, and premises hereinbefore made subject and liable to the said annuity, yearly rent, or sum of £600 sterling, with their appurtenances, from and immediately after the end, expiration, or other sooner determination of the said term of ninety-nine years, of and in the same; and as to, for, and concerning the said manor, and all and singular other the said towns, lands, tenements, rents, tythes, hereditaments and premises hereinbefore mentioned, from and immediately after the execution of these presents, to the use and behoof of the said John Grogan and Cornelius Grogan, their executors, administrators, and assigns, for and during the full time and term, and to the full end and term of one thousand years from henceforth next ensuing, and fully to be completed and ended; upon the trusts, and subject to the provisoes and agreements hereinafter mentioned, expressed, and declared, of and concerning the same term. And from and after the end, expiration, or other sooner determination of the said term of one thousand years, and subject thereto, and to the trusts thereof, to the use and behoof of the said Vesey Colclough and his assigns, for and during the term of his life, without impeachment of waste, and with full liberty to commit waste. And from and after the determination of that estate, then to the use and behoof of the said John Carroll and his heirs, during the life of the said Vesey Colclough, upon trust, to support and preserve the contingent uses and estates hereinafter limited, from being defeated or destroyed; and for that purpose to make entries and bring actions, as the case shall require. But, nevertheless, to permit and suffer the said Vesey Colclough and his assigns, during his life, to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit. And from and after the decease of the said Vesey Colclough, to the use, intent, and purpose, that the said Catherine Colclough and her assigns, in case she shall survive the said Vesey Colclough her husband, shall and may yearly, and every year for and during the term of her life, have, receive, and take to her and their own use and uses, one annuity, yearly rent, or sum of £500 sterling, clear of all taxes, charges, and assessments whatsoever, as well parliamentary as others, to be yearly issuing and going out of, and charged and chargeable upon all and singular the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, and to be paid and payable to her the said Catherine Colclough and her assigns half yearly, on every 1st day of May and 1st day of November, by

Term of 99 years, for better securing the Payment of said Annuity and subject thereto, as to the Premises charged therewith and all the other Manors, &c.

To the use of Trustees for 1000 Years. And subject thereto to Vesey Colclough for life—sans waste.

Remainder.
To Trustees to preserve Contingent Remainders.
And after the Death of Vesey Colclough, to the intent that Catherine Colclough should receive an Annuity of £500 for her life, in bar of Dower.

18th June, 1767. Marriage Settlement of Vesey Colclough.

equal portions; the first payment thereof to be made on such of the said days of payment as shall first and next happen, after the death of the said Vesey Colclough; the same annuity, yearly rent, or sum of £500 sterling, to be in full for the jointure of the said Catherine Colclough, and in lieu, bar, and satisfaction of, and for the dower, and thirds at common law, which she can or may have, or claim of, in, to, or out of all or any the manors, towns, lands, tenements, rents, tythes, hereditaments, and premises of the said Vesey Colclough her husband, or whereof or wherein he, or any person or persons in trust for him, shall be seized of any estate of freehold or inheritance during the coverture between them. And to the further intent and purpose, that if it shall happen that the said annuity, yearly rent, or sum of £500 sterling, or any part thereof, shall be behind or unpaid by the space of twenty-one days next over or after either of the said days of payment hereinbefore appointed for payment thereof as aforesaid, then and in such case, and as often as it shall so happen, it shall and may be lawful to and for the said Catherine Colclough and her assigns, into and upon all and singular the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any part or parcel thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and in pound to detain and keep, or otherwise sell and dispose thereof, according to the due course of law, for or towards payment of the said annuity, yearly rent, or sum of £500 sterling, and all arrears thereof, and all costs, charges, and expenses occasioned by the non-payment thereof at the days and times in that behalf afore-mentioned; and to the further intent and purpose, that as often as it shall happen that the said annuity, yearly rent, or sum of £500 sterling, or any part thereof, shall be behind or unpaid by the space of forty days next over or after either of the said days of payment hereinbefore appointed for the payment thereof as aforesaid, being lawfully demanded, then and so often it shall and may be lawful to and for the said Catherine Colclough and her assigns, into and upon the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or into and upon any part or parts thereof, in the name of the whole, to re-enter, and the same to have, hold, and enjoy, and to receive and take the rents and profits hereof, and of every part thereof, to and for her and their own use and benefit, until she or they shall be thereby or therewith, or otherwise fully satisfied and paid the said annuity, yearly rent, or sum of £500 sterling, and all arrears thereof, and also so much thereof as shall incur and grow due during such time as she or they shall continue in possession of the same premises after such entry as aforesaid, together with such loss, costs, charges, damages, and expenses as shall be occasioned by the non-payment thereof at the days and times hereinbefore for that purpose appointed, and subject to the said annuity, yearly rent, or sum of £500 sterling, and such remedies for the same, and also to the said annuity, yearly rent, or sum of £600 sterling, and to such remedies for the same as aforesaid, from and immediately after the decease of the said Vesey Colclough, to the use of the said Sir Charles Bingham and John Jervis Whyte, the elder, their executors, administrators, and assigns, for and during the time and term, and unto the full end and term of two thousand years from thence next

To the use of Trustees for 2000 years.

ensuing and fully to be complete and ended, without impeachment of or for any manner of waste; upon such trusts nevertheless, and to and for such intents and purposes, and under and subject to such provisoes and agreements as are hereinafter mentioned, expressed, and declared of and concerning the same; and from and after the end, expiration, or other sooner determination of the said term of two thousand years, then to the use and behoof of Cæsar Colclough, only son of the said Vesey Colclough and Catherine, his wife, and the heirs male of his body, and for default of such issue, then to the use and behoof of the second, third, fourth, and of all and every other the son and sons of the body of the said Vesey Colclough, on the body of the said Catherine, his wife, to be begotten, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of such son and sons and the heirs male of his and their body and bodies issuing, and for default of such issue, then to the use and behoof of the said Vesey Colclough, his heirs and assigns for ever; and as to, for, and concerning the said term of ninety-nine years hereinbefore limited to the said Agmondisham Vesey and Adam Colclough, their executors, administrators, and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties, that the same is so limited to them in trust, and for the several uses, intents, and purposes hereinafter mentioned, expressed, and appointed, of and concerning the same, that is to say, in trust, in case the said annuity, yearly rent, or sum of £600 sterling, or any part thereof, shall be behind or unpaid to her, the said Henrietta Colclough or her assigns, by the space of forty days next over or after any of the said days of payment whereon the same is hereinbefore appointed to be paid as aforesaid, although the same be not demanded, that they, the said Agmondisham Vesey and Adam Colclough, or the survivor of them, his executors, administrators, and assigns, shall and do, from time to time, by, with, and out of the rents, issues, and profits of the said towns, lands, tenements, and hereditaments and premises to them limited for the said term of ninety-nine years as aforesaid, and hereinbefore made subject and liable to the payment of the said annuity of £600 sterling as aforesaid, by demising, leasing, or mortgaging the same premises comprised in the said term of ninety-nine years, or any part thereof, for all or any part of the said term of ninety-nine years, raise, levy, and pay such sum and sums of money as shall be sufficient to pay and satisfy unto the said Henrietta Colclough and her assigns the said annuity, yearly rent, or sum of £600 sterling, or so much thereof as shall from time to time so happen to be behind and unpaid; together with all such costs, charges and expenses as she, the said Henrietta Colclough, or her assigns, or the said Agmondisham Vesey and Adam Colclough, their executors, administrators, and assigns, or any of them, shall sustain, expend, or be put unto, for or by reason of the non-payment thereof at the days and times, and in the manner first hereinbefore in that behalf mentioned and appointed. And upon this further trust, that they the said Agmondisham Vesey and Adam

To Cæsar Colclough in tail male

Remainder.
To the other second and other sons of Vesey Colclough, by Catherine, his wife, in tail male.

Remainder
To said Vesey Colclough in Fee.
Declared that said term of 99 years was for better securing the said Annuity of £600 to Henrietta Colclough.

Colclough, their executors, administrators, and assigns, shall and do permit and suffer such person or persons as shall for the time being be entitled to the reversion or remainder of the same premises, expectant on the determination of the said term of ninety-nine years, therein to receive and take the residue and overplus of the rents and profits thereof, over and above what shall be sufficient from time to time to pay and satisfy the said annuity, yearly rent, or sum of £600 sterling, and all arrears thereof, and all costs, charges, and expenses attending the execution of the aforesaid trusts, to and for his or their own use and benefit; provided always, nevertheless, and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the decease of her the said Henrietta Colclough, and payment of all arrears which shall be then due of the said annuity, yearly rent, or sum of £600 sterling, if any such shall happen to be, together with all costs, charges, and expenses attending the execution of the aforesaid trusts; then and at all times from thenceforth the said term of ninety-nine years of and in the said premises therein comprised as aforesaid, or so much thereof as shall not be disposed of for the purposes aforesaid, shall cease, determine, and be utterly null and void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding; provided also, and it is hereby declared and agreed by and between all the said parties to these presents, and their true intention, meaning, and agreement is, that the said lands, tenements, hereditaments, and premises comprised in the said term of ninety-nine years, or any of them, or any part or parcel thereof, shall not, at any time during the life of the said Henrietta Colclough, be charged or chargeable with, or liable to the payment of any sum or sums of money, debt or debts, annuity, jointure, or incumbrance whatsoever, provided for by virtue of, or under the said terms of one thousand years and two thousand years, or either of them, or that shall or may be levied, raised, or become payable by or under the said respective terms, or either of them, or by or under any other covenant, clause, limitation, or agreement whatsoever in these presents contained; but that the said lands, tenements, hereditaments, and premises comprised in the said term of ninety-nine years, shall, during the life of the said Henrietta Colclough, be and remain charged and chargeable with the payment of the said annuity, yearly rent, or sum of £600 sterling, to the said Henrietta Colclough and her assigns, during her life; and with no other debt, charge, outgoing, or incumbrance of any kind or nature whatsoever, anything herein contained to the contrary thereof in anywise notwithstanding; and as to, for, and concerning the said term of one thousand years hereinbefore limited to the said John Grogan and Cornelius Grogan, their executors, administrators, and assigns as aforesaid, it is hereby declared and agreed by and between all the said parties to these presents, that the same is so limited to them upon such trusts, and to and for such intents and purposes, and under, and subject to such provisoes and agreements as are hereinafter mentioned, expressed, and declared of and concerning the same; that is to say, that they, the said John Grogan and Cornelius Grogan, and the survivor of them, his executors, administrators, and assigns, may and shall, by and with the direction and appointment of the said Vesey Colclough, in case he shall be living, either by demise, sale, or mortgage of

Proviso for cessation of said term.

Declaration that said term of 1000 years was in Trust for raising £3000 for Vesey Colclough to be at his disposal by any writing under his hand, or by his Will.

A B C D E F G H

13th June, 1767.
Marriage Settlement of Vesey Colclough.

A the manor, towns, lands, rents, tythes, hereditaments, and premises comprised in the said term of one thousand years, or of a competent part thereof, for all or any part of the said term, or by such other ways or means as they or the survivor of them, his executors, administrators, or assigns, shall think fit from time to time to raise, levy, or borrow, and take up at interest, any sum or sums of money not exceeding the sum of £3,000, to be paid to the B said Vesey Colclough, or to be applied and disposed of to, and for such uses and purposes, as the said Vesey Colclough, by any writing or writings under his hand, or by his last will and testament in writing, shall direct and appoint at his free will and pleasure; and to this further use, intent, and purpose, that if the said John Grogan and Cornelius Grogan, or the survivor of them, at any time during the life of the said Vesey Colclough, shall think it fit and necessary to raise any C further sum of money not exceeding the further sum of £3,000, for the use and advantage of the said Vesey Colclough, that they the said John Grogan and Cornelius Grogan, or the survivor of them, may and shall be at liberty, and are hereby empowered, at their or his own discretion, but not otherwise, with the consent and approbation of the said Vesey Colclough, by demise, sale, or mortgage of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and pre- D mises comprised in the said term of one thousand years, or of a competent part thereof, for all or any part of the said term, or by such other ways or means as they, or the survivor of them, shall think fit, from time to time to raise and levy, or borrow, and take up at interest, any sum or sums of money not exceeding the further sum of £3,000 sterling, to be paid to the said Vesey Colclough, or to be applied and disposed of to and for such uses and purposes for the said Vesey Col- E clough, as the said John Grogan and Cornelius Grogan, and the survivor of them, shall direct and appoint, and not otherwise; and to this further use, intent and purpose, that they the said John Grogan and Cornelius Grogan, and the survivor of them, his executors, administrators and assigns, may and shall, by, with, and out of the rents, issues, and profits of the said premises comprised in the said term of one thousand years, from time to time pay and satisfy the interest of the several F debts and incumbrances, which at the time of the perfection of these presents, do affect and incumber the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any part or parcel thereof, and also the interest of the said sums of £3,000, and £3,000 hereinbefore mentioned, or such part or parts thereof as shall be raised or borrowed for the use of the said Vesey Colclough, as the same shall respectively become due and payable; and to this further use, intent, G and purpose, that they the said John Grogan and Cornelius Grogan, and the survivor of them, his executors, administrators, and assigns, may and shall, by and with the consent of the said Vesey Colclough, if living, either by demise, sale, or mortgage of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises comprised in the said term of one thousand years, or of a competent part thereof, for all or any part of the said term, or by such other ways and means H as they, or the survivor of them, his executors, administrators, or assigns, shall think fit from time to time to raise and levy, or borrow and take up at interest, such sum and sums of money as shall be sufficient to pay and discharge the said

And also, if said Trustees thought fit, for raising the further sum of £3000 for said Vesey Colclough.

And also out of Rents to pay the interest of Incumbrances then affecting the premises, and also the Interest of the said sums of £3,000.

Also by Sale or Mortgage of said Premises comprised in said term, to raise money to pay off the several Incumbrances then affecting the Premises.

APPENDIX No. 11.

13th June, 1767.

Marriage Settlement of Vesey Colclough.

several debts, charges, and incumbrances which now affect the said premises, or any part thereof, and every or any of them, and the reasonable costs, charges, and expenses attending, or to be occasioned by the execution of the trusts aforesaid; and upon this further trust, that they the said John Grogan and Cornelius Grogan, or the survivor of them, his executors, administrators, and assigns, shall and do permit and suffer the said Vesey Colclough and such other person and persons as for the time being shall be entitled to the freehold of the said premises expectant upon the said term of one thousand years, to receive and take the residue and overplus of the rents, issues, and profits of the said premises, over and above so much thereof as shall be from time to time sufficient to pay, satisfy, and discharge the several uses, trusts, and purposes hereinbefore declared, limited, and appointed, of and concerning the said term of one thousand years; and from and after the several uses, trusts, and purposes hereinbefore declared, limited, and appointed, of and concerning the said term of one thousand years, and the costs, charges, and expenses attending the same, or to be occasioned by the due execution of the same, shall be fully satisfied and performed, then, and at all times from thenceforth, the said term of one thousand years of and in the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly null and void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding; and it is hereby declared and agreed, by and between all the said parties to these presents, and their true intention, meaning, and agreement is, that the said John Carroll and his heirs are, and he and they shall stand seized, and are hereby obliged and required to grant and convey the fee and inheritance of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or of such part and parts thereof as shall be sold by the said John Grogan and Cornelius Grogan, or the survivor of them, his executors, administrators, and assigns, in pursuance and execution of the trusts hereinbefore declared, of and concerning the said whole term of one thousand years, to the use of or in trust for such person and persons as shall be the purchaser and purchasers thereof, his and their heirs for ever; and it is hereby further declared and agreed, by and between all the said parties to these presents, and their true intention, meaning, and agreement is, that the receipt or receipts of the said John Grogan and Cornelius Grogan, or the survivor of them, his executors or administrators, indorsed on any deed or deeds of sale, or mortgage of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any part or parcel thereof, shall be good and sufficient receipts and discharges to the purchaser or purchasers, mortgagee or mortgagees, for all such sum or sums of money as shall be paid to the said John Grogan and Cornelius Grogan, or either of them, or the survivor of them, his executors or administrators, and such purchaser and purchasers, mortgagee and mortgagees, shall not be accountable for the application of the money so by him or them paid on such purchase or purchases, mortgage or mortgages, and that every such sale and sales, mortgage and mortgages that shall be made for the purposes aforesaid by the said John Grogan and Cornelius

Declared for ceasing the said term of 1,000 years.

And that John Carroll should convey the fee of Premises comprised in the said term of 1,000 years to any purchaser.

Trustees' Receipts to purchasers to be valid and sufficient.

A B C D E F G H

A Grogan, or the survivor of them, his executors or administrators; and every such sale and sales that shall be made for the purposes aforesaid by the said John Carroll, or his heirs, of all or any the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, shall be good, valid, and effectual in the law, to all intents and purposes whatsoever, against all persons whatsoever claiming or to claim by virtue of these presents; and that such purchaser and purchasers, B mortgagee and mortgagees, his and their heirs, executors, administrators, and assigns respectively, shall hold and enjoy the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises which shall be so conveyed or mortgaged to him or them respectively, freed and discharged of and from all and every the uses, estates, provisoes, trusts, remainders, reversions, limitations, and charges whatsoever in these presents contained. And also, that the said John Grogan Indemnity to Trustees.
C and Cornelius Grogan, or either of them, their, or either of their executors, administrators, or assigns, shall not be answerable for, or chargeable with the act, receipt, or default of the other or others of them, but each of them for his own acts, receipts, and defaults only; nor shall they, or either or any of them, be answerable for any further, or other sum or sums of money, than what he or they shall respectively and actually receive, or for any loss, but such as shall or may D happen by his or their wilful default. And as to, for, and concerning the said term of two thousand years, hereinbefore limited to the said Sir Charles Bingham and John Jervis Whyte, the elder, their executors, administrators, and assigns, as aforesaid, it is hereby declared and agreed, by and between all the said parties to these presents, that the same is so limited to them in trust, and for the several uses, intents, and purposes hereinafter-mentioned concerning the same, that is to E say, that the said Sir Charles Bingham and John Jervis Whyte, the elder, and the survivor of them, his executors, administrators, and assigns, shall and do, by, with, and out of the rents, issues, and profits of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, so to them limited for two thousand years, as aforesaid, or by demising, leasing, or mortgaging the same premises, or any part thereof, for all or any part of the said term of two thousand F years, raise, levy, and pay unto the said Catherine Colclough, in case she shall survive the said Vesey Colclough, her husband, the clear and full sum of £500 sterling for her own use and benefit; and to this further intent, in case the said annuity, yearly rent, or sum of £500 sterling, or any part thereof, shall happen to be behind or unpaid to her, the said Catherine Colclough, or her assigns, by the space of sixty days next over or after any of the said days, whereon the same is here- G inbefore appointed to be paid as aforesaid, although the same be not demanded, that the said Sir Charles Bingham and John Jervis Whyte, the elder, or the survivor of them, his executors, administrators, and assigns, shall and do, from time to time, by, with, and out of the rents, issues, and profits of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises so to them limited for two thousand years, as aforesaid, or by demising, leasing, or mortgaging the same pre- H mises, or any part thereof, for all or any part of the said term of two thousand years, raise, levy, and pay such sum and sums of money as shall be sufficient to

Declaration as to said 2,000 years' term to raise and pay to Catherine Colclough, in case of her surviving her husband, £500.

And also for the better securing her Jointure of £500 per annum.

APPENDIX No. 11.

18th June, 1767. Marriage Settlement of Vesey Colclough.

pay and satisfy the said Catherine Colclough, or her assigns, the said annuity, yearly rent, or sum of £500 sterling, or so much thereof as shall from time to time be behind and unpaid, together with all such costs, charges, and expenses as the said Catherine Colclough, or the said Sir Charles Bingham, and John Jervis Whyte, the elder, and the survivor of them, his executors, administrators, and assigns, or any of them, shall sustain, expend, or be put unto, for, or by reason of the non-payment thereof at the days and times, and in the manner first hereinbefore in that behalf mentioned and appointed; and upon this further trust, intent, and purpose, that the said Sir Charles Bingham and John Jervis Whyte, the elder, and the survivor of them, his executors, administrators, and assigns, do and shall, either in the lifetime of the said Vesey Colclough, with his express consent, or else not until after his decease, by, with, and out of the rents, issues, and profits of the said manor, towns, lands, tenements, rents, tythes, hereditaments and premises so to them limited for the said term of two thousand years as aforesaid, or by demise, sale, or mortgage of the same, or of a competent part thereof, for all or any part of the same term of two thousand years, or by such other ways and means as they, or the survivor of them, his executors, administrators, or assigns, shall think fit, but without prejudice, nevertheless, to the jointure of the said Catherine Colclough, levy and raise such sum and sums of money, for the portion and portions, maintenance and maintenances, of all and every the younger son and sons, daughter and daughters, of the said Vesey Colclough, on the body of the said Catherine, his wife, begotten or to be begotten, not exceeding in the whole the sum of £10,000 sterling, as he, the said Vesey Colclough, by any deed or deeds, writing or writings, under his hand and seal, attested by two or more credible witnesses, or by his last will and testament in writing, attested as aforesaid, shall direct and appoint, and to be paid and payable to such younger son and sons, daughter and daughters, in such shares and proportions, and at such time and times, and under such restrictions, qualifications, and limitations, and with such rate of interest as the said Vesey Colclough shall in manner aforesaid direct and appoint; and in case the said Vesey Colclough shall neglect, omit, or refuse to make or give such appointment or directions as aforesaid, and shall depart this life leaving issue of his body on the body of the said Catherine Colclough, his wife, begotten or to be begotten, one son, and also one or more younger son or younger sons, or one or more daughter or daughters, or in case he shall leave no such son, and shall leave one or more daughter or daughters, of his body begotten or to be begotten on the body of the said Catherine Colclough, his wife, then in trust and to the intent and purpose, that they, the said Sir Charles Bingham and John Jervis Whyte, the elder, and the survivor of them, his executors, administrators, or assigns, do and shall, by all or any of the ways and means aforesaid, without prejudice nevertheless to the jointure of the said Catherine Colclough, raise and levy the sum of £6,000 sterling, and no more, for the portion and portions of such younger son and sons, daughter and daughters, to be equally divided among them, in case there shall be more than one such younger son or sons, daughter or daughters, and if but one such younger son or one such daughter, then the said whole sum of £6,000 sterling to be paid to such one

And for raising portions for younger children.

A B C D E F G H

younger son, or to such one daughter, the said portion and portions to be paid and payable to such of the said younger children as shall be a son or sons, at his or their age or ages of twenty-one years, and to such of them as shall be a daughter or daughters at her or their respective age or ages of twenty-one years, or day or days of marriage, which shall first happen, with interest for the same from the death of the said Vesey Colclough, at the rate of £5 for each £100 by the year, for the maintenance and education and support of such younger son and sons, daughter and daughters; and if such times of payment shall have happened in the lifetime of the said Vesey Colclough, then the said portion and portions shall be paid and payable within six months after his decease, with such interest from the time of his death as aforesaid; and in case any of the said younger sons shall die or become an eldest or only son, or any of the said daughters shall die before his, her, or their portion or portions shall become payable as aforesaid, then and in that case the portion or portions of him, her, or of them so dying, or of him so becoming an eldest son, shall go and be paid to and amongst the survivors or survivor of such younger sons or daughters, as the case shall be, to be equally divided between them, share and share alike, and to be paid and payable when the original portion or portions of such surviving younger sons or daughters shall respectively become payable as aforesaid, together with interest in the meantime at the rate aforesaid, for every £100 of such additional portion as he, she, or they shall be respectively intitled to for his, her, or their respective original portion or portions; provided always, in case there shall be no such younger child or children, daughter or daughters, of the said Vesey Colclough, on the body of the said Catherine, his wife, begotten, or there being such younger child or children, daughter or daughters, all of them shall happen to die before the said respective portions shall become payable as aforesaid; or in case the portions hereinbefore limited and appointed, or to be by the said Vesey Colclough directed and appointed to be raised for such younger child or children, daughter and daughters as aforesaid, and all such maintenance or interest in the meantime, until the said respective portion or portions shall become payable as aforesaid, shall be by the said Sir Charles Bingham, and John Jervis Whyte the elder, or the survivor of them, his executors, administrators, or assigns, raised, levied, and paid by the ways and means in that behalf aforementioned; or shall be by such person or persons as shall for the time being be next in remainder or reversion of the same premises, expectant on the said term of two thousand years, paid, or to the good liking of the said Sir Charles Bingham, and John Jervis Whyte the elder, or the survivor of them, his executors, administrators, or assigns, secured to be paid according to the purport, true intent, and meaning of these presents, and the other trusts of the said term also satisfied; that then, and in every of the said cases, and at all times from henceforth the said term of two thousand years, of and in the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or so much thereof as shall remain unsold and undisposed of for the purposes aforesaid, shall cease, determine, and be utterly null and void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding; provided also, that they, the said Sir Charles Bingham, and John Jervis

Cessation of two thousand years' term.

APPENDIX No. 11.

13th June, 1767. Marriage Settlement of Vesey Colclough.

Whyte the elder, their executors, administrators, and assigns, shall and do permit and suffer such person and persons as for the time being shall be entitled to the freehold of the said premises, expectant upon the said term of two thousand years, to receive and take the residue and overplus of the rents, issues, and profits of the said premises, over and above so much thereof as shall be from time to time sufficient to satisfy and discharge the several uses, trusts, and purposes hereinbefore declared, limited, and appointed, of and concerning the same, according to the true intent and meaning of these presents; provided also, and it is hereby agreed, by and between all the said parties to these presents, that if the said Vesey Colclough shall advance and prefer such his younger child or children, daughter or daughters, in marriage or otherwise, with a portion or portions in his life-time, then and in such case, such portion and portions, and money, shall be accounted as part, if less in value than the portion or portions provided, or intended to be provided for such younger child or children, daughter or daughters; but if as much or more in value, then in full of the same portion or portions, unless the said Vesey Colclough, by writing under his hand, shall expressly declare the contrary; provided also, and it is hereby declared and agreed, by and between all the said parties to these presents, that it shall and may be lawful to and for the said Vesey Colclough, in case he shall survive the said Catherine his wife, by any deed or deeds, writing or writings, under his hand and seal, attested by two or more credible witnesses, to charge all and singular the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any part or parts thereof, with one annuity, yearly rent, or sum not exceeding the yearly sum of £500 sterling, for the life or lives of such woman or women with whom he, the said Vesey Colclough, shall afterwards intermarry, for her or their jointure or jointures; and also by the same, or by any other deed or deeds, writing or writings, under his hand and seal, attested as aforesaid, or by his last will and testament in writing, attested as aforesaid, to charge the premises, or any part thereof, with any sum or sums of money, not exceeding in the whole the sum of £1,000 sterling, for the portion or portions of such child or children as he, the said Vesey Colclough, shall beget on the body of any after-taken wife, without prejudice, nevertheless, to the portion and portions hereinbefore provided, or intended to be provided for the younger child and children, daughter and daughters, of the said Vesey Colclough, on the body of the said Catherine, his wife begotten, or to be begotten, or the jointure of the said Henrietta Colclough; provided also, in case it shall happen that the said Vesey Colclough shall survive the said Catherine his wife, and that there shall be issue of their bodies begotten, one son and no other child, that then, and in that case, it shall and may be lawful to and for the said Vesey Colclough, by any deed or deeds, writing or writings, under his hand or seal, attested by two or more credible witnesses, or by his last will and testament in writing, attested as aforesaid, to charge the said manors, towns, lands, tenements, hereditaments, and premises, or any and every part and parcel thereof, with any sum or sums of money, not exceeding in the whole the sum of £6,000 sterling, for the portion or portions of such child or children as he, the said Vesey Colclough, shall

A B C D E F G H

13th June 1767.
Marriage Settlement of Vesey Colclough.

A beget on the body of any after-taken wife, without prejudice, nevertheless, to the annuity, yearly rent, or sum of £600 sterling, hereinbefore appointed to be paid to the said Henrietta Colclough as aforesaid. Provided also, and it is hereby further declared and agreed, by and between all the said parties to these presents, that it shall and may be lawful to and for the said Vesey Colclough, by indenture, to demise or lease the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, and every part and parcel thereof, for any term or number of years not exceeding three lives, or thirty-one years, or for thirty-one years, determinable upon one, two, or three life or lives in possession, and not in reversion, remainder, or expectancy, so as upon every such lease there be reserved and made payable, during the continuance thereof, the most and best improved yearly rent that can be reasonably had or obtained for the same, without taking any sum or sums of money, or other thing, by way of fine or income, for or in respect of such lease or leases, and so as none of such leases be made dispunishable of waste, by any express words therein, and so as in every of the said leases there be contained a clause of distress and re-entry for non-payment of the rent and rents to be thereby respectively reserved; and so as the lessee or lessees to whom such lease or leases shall be made, seal and deliver counterparts of such lease or leases respectively, anything hereinbefore contained to the contrary thereof in anywise notwithstanding; and said Vesey Colclough, for himself, and for the said Catherine his wife, and for his heirs, executors, administrators, and assigns, doth hereby covenant, promise, grant, and agree to and with the said John Carroll, his heirs and assigns, that he the said Vesey Colclough, and Catherine his wife, at the proper costs and charges in the law of him the said Vesey Colclough, shall and will on this side, and before the end of Trinity Term next ensuing, acknowledge and levy before his Majesty's justices of the Court of Common Pleas, at the king's courts in Dublin, one or more fine or fines, *sur conizance de droit come ceo*, and soforth, whereupon proclamations shall and may be had and made, according to the statute in that case made and provided and the usual course of fines in such cases accustomed unto the said John Carroll and his heirs, of all and singular the said manor or reputed manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, hereby or mentioned, or intended to be hereby granted and released by such apt and convenient names, quantities, qualities, number, of acres, and other descriptions, to ascertain the same, as shall be thought fit, and shall thereupon suffer and perfect in due form of law, one or more common recovery or recoveries of the same premises, according to the usual course of common recoveries for the assurance of lands. And it is hereby declared and agreed, by and between all the said parties to these presents, that immediately from and after the levying and acknowledging such fine or fines, and the suffering and perfecting such common recovery or recoveries as aforesaid, or in any other manner, or at any other time or times, as well these presents, and the assurance hereby made, and the said fine and fines so covenanted to be levied and acknowledged as aforesaid, and also the said common recovery and recoveries, to be suffered and perfected as aforesaid, and all and every other fine and fines, common recovery and recoveries, conveyances, and assurances in the law whatsoever, heretofore had, made, levied, suffered, or executed, or here-

Leasing Power.

Covenant to levy a fine

And suffer a Recovery.

13th June, 1767. Marriage Settlement of Vesey Colclough.

after to be had, made, levied, suffered, or executed, of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any of them, or any part of them, by or between the said parties to these presents or any of them, or whereunto they or any of them shall be parties or privies, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are and were meaned and intended to be and enure, and the conuzee and conusees, and the recoveror and recoverors in the said fine and fine, common recovery and recoveries, named or to be named, and his and their heirs shall stand and be seized of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, and every of them, and of every part and parcel thereof, to such uses, upon such trusts, and to and for such intents and purposes, and under and subject to such provisoes, powers, limitations, and agreements, as as hereinbefore limited, expressed, and declared, of and concerning the same, and to or for no other use, intent, or purpose whatsoever; and the said Vesey Colclough, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, grant, and agree to and with the said Henrietta Colclough, her executors, administrators, and assigns, that he the said Vesey Colclough, his heirs, executors, and administrators, shall and will, from time to time, during the life of the said Henrietta Colclough, well and truly pay, or cause to be paid, unto the said Henrietta Colclough or her assigns, the said annuity, yearly rent, or sum of £600 sterling, as the same shall become due and payable on the days and at the place first hereinbefore appointed for the payment thereof, without any defalcation or deduction out of the same, or any part thereof, for any cause, matter, or thing whatsoever; it being the true intention, meaning, and agreement of the said parties to these presents, that the said annuity, yearly rent, or sum of £600 sterling, shall be punctually and regularly paid to the said Henrietta Colclough or her assigns, without any delay, deduction, or allowance whatsoever. And the said Vesey Colclough, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, grant, and agree to and with the said John Carroll, John Grogan, and Cornelius Grogan, their heirs and assigns, in manner following, that is to say, that all and every the afore manor, towns, lands, tenements, rents, tythes, hereditaments, and premises, hereinbefore mentioned to be hereby granted and released, shall, or lawfully may, from time to time and at all times hereafter, remain, continue, and be to and for the several uses, intents, and purposes, upon the trusts, and subject to the provisoes and agreements in and by these presents mentioned, expressed, and declared of and concerning the same as aforesaid; and shall and may be accordingly peaceably and quietly had, held, and enjoyed, without the lawful let, suit, trouble, denial, eviction, or interruption of or by the said Vesey Colclough, his heirs or assigns, or of or by any other person or persons lawfully claiming, or to claim, any estate, right, title, trust, or interest of, in, to, or out of the premises, or any of them, or any part thereof, from, by, or under, or in trust for him or them; and that free, and clear, and freely, and clearly acquitted, exonerated, and discharged, or otherwise, by the said Vesey Colclough, his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales,

To the uses aforesaid.

Covenant to pay Henrietta Colclough her Annuity of £600.

Covenant for the Title.

A B C D E F G H

A mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, entails, statutes, recognizances, judgments, extents, executions, and off and from all and singular other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered, or to be had, made, done, committed, or suffered, by him the said Vesey Colclough, his heirs or assigns, or by any other person or persons lawfully claiming, or to claim, by, from, or under him or them, B or from, by, or under his or their act, means, assent, consent, or procurement, other than and except such debts, charges, and incumbrances which now affect all or any of the premises, which in the whole amount to the sum of £14,000 sterling, or thereabouts, and not to a greater sum; and other than and except such leases of the premises as have been heretofore really and *bona fide* made to the tenants thereof; and lastly, that he the said Vesey Colclough, and his heirs, and all and C every other person or persons (except as before excepted), having, or lawfully claiming, or who shall, or may have, or lawfully claim, any estate, right, title, trust, or interest, either in law or equity, of, in, to, or out of the said manors, towns, lands, tenements, rents, tythes, hereditaments, and premises, or any of them, or any part thereof, from, by, or under, or in trust for him or them, shall and will, from time to time, and at all times hereafter, upon every reasonable D request of the said John Carroll, John Grogan, and Cornelius Grogan, or the survivor of them, his heirs and assigns, but at the proper costs and charges in the law of the said Vesey Colclough, his heirs, executors, or administrators, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, device and devices, conveyances and assurances in the law whatsoever, be the same by E fine, feoffment, common recovery, or otherwise howsoever, for the further, better, more perfect, and absolute granting and conveying of the said manor, towns, lands, tenements, rents, tythes, hereditaments, and premises hereinbefore mentioned, to be hereby granted and released as aforesaid, with their and every of their appurtenances, unto and for such uses, intents, and purposes, upon such trusts, and under and subject to such provisoes and agreements as are hereinbefore F mentioned, expressed, and declared, of and concerning the same as aforesaid, as by the said John Carroll, John Grogan, and Cornelius Grogan, or the survivor of them, his heirs or assigns, or his or their or any of their counsel learned in the law, shall be reasonably advised, devised, and required, so as such further assurances contain in them no further, or other warranty or covenant, than against the person or persons, his or their heirs, who shall make or do the same; and so G as the party or parties who shall be requested to make such further assurances be not compelled or compellable, for the making or doing thereof, to go or travel above five miles from his or their respective dwellings or places of abode. In witness whereof, the parties aforesaid have hereunto put their hands and seals, the day and year first before written. Vesey Colclough, (seal) Catherine Colclough, (seal) Hen^tta. Colclough, (seal) John Carroll, (seal) Thos. H Colclough, (seal) Adam Colclough, (seal) John Grogan, (seal). Signed, sealed, and delivered, in the presence of us, by the within-named Vesey Colclough, Catherine, his wife, Henrietta Colclough, John Carroll, Thomas Colclough, Adam

Free from Incumbrances, except to the amount of £14,000 sterling, and then existing leases.

For further Assurance.

Attestations.

APPENDIX No. 11.

13th June, 1767. Marriage Settlement of Vesey Colclough.

Colclough, and John Grogan. ALEXANDER HUTCHESON, ANDREW GALBRAITH, GARRETT DRAKE. A

I, the within-named Vesey Colclough, do hereby acknowledge to have received from the within-named John Grogan, the sum of £4,000 sterling, being the portion and consideration money within-mentioned to be paid me, on the perfection of the within deed. As witness my hand, the day and year first within written. } £4,000 B

VESEY COLCLOUGH.

Present, and saw the money paid:
ALEX. HUTCHINSON.
ANDREW GALBRAITH.
GARRETT DRAKE. C

A memorial of the within-written deed was entered in the Register-office, in the city of Dublin, the 7th day of July, 1767, at three-quarters of an hour after ten o'clock in the forenoon, in book 260, page 91, and number 166,290; and the execution of the said deed and memorial was duly proved, pursuant to an Act of Parliament in that case made and provided. D

CHARLES MEARES, Dep. Reg.

E

APPENDIX No. 12.

APPENDIX No. 12.

Will of Sir Vesey Colclough, dated 12th June, 1794.

Will of Sir Vesey Colclough, Baronet, dated the 12th day of June, 1794. F

In the name of God.—Amen. I, Sir Vesey Colclough, of Tintern Abbey, in the county of Wexford, Baronet, being weak in health, but of clear and perfect understanding; yet, well knowing the uncertainty of this transitory life, and how proper and prudent it is for every man to make and declare his intention as to the disposal of all his property, do therefore make and publish this my last will and testament, hereby cancelling and revoking all or any wills heretofore made by me. Whereas, by a settlement bearing date on or about the 13th day of June, 1767, my several estates in the kingdom of Ireland are settled upon the eldest son of my present marriage, Cæsar Colclough, Esquire, as in the manner in the said settlement particularly mentioned; and whereas, by the said settlement I am authorised and empowered to raise and levy on the said estates and every part thereof the sum of ten thousand pounds sterling, and to express my intention therein, and enable my trustees in the said settlement so to do. Now, G H

A my will and intent is, that the sum of ten thousand pounds sterling shall be levied in the following manner and by the following persons, in the manner hereinafter mentioned :—I do, therefore, hereby nominate and appoint Cæsar Colclough and Francis Graham, Esquires, and the survivor and survivors of them and their respective heirs, my trustees, to raise and levy, or cause to be raised and levied, the said sum of ten thousand pounds from and immediately after my decease out of all B and every part of my said estates, to and for the following uses and trusts, and upon the particular conditions herein particularly specified and none other. In the first place, I recommend unto my second son, John Colclough, Esquire, to support this my last will and testament, and to consider it as founded on a proper affection to him, and dictated by a real regard to his interest as well as the feelings of gratitude and justice ; and it is my further will and intent that if my said son, John C Colclough, shall in any manner oppose or obstruct the disposition of this testament or will, that in such case all and every benefit hereby intended for the said John Colclough, may be and they are hereby cancelled and avoided, as if this last will and testament had been never made, or the said John Colclough in any manner to be mentioned therein or benefited thereby. In the second place, upon the conditions hereinbefore particularly set forth and expressed, I do hereby authorise and D empower my trustees hereinbefore mentioned, or the survivor and their respective heirs, out of the said sum of £10,000 sterling, to assign or make over unto my said son, John Colclough, the full and entire sum of £8,000. I do also hereby and in the same manner leave unto my son, George Washington Colclough, the sum of £500. I also hereby and in the same manner leave unto my son, Anthony Colclough, the sum of £500 sterling, such sums to be paid unto my said sons on their E respective ages of twenty-one years ; and if either the said George Washington Colclough or Anthony Colclough, shall die before the said time of payment, I do hereby devise the legacy of the person so dying unto his surviving brother, and if the said George Washington and Anthony should both die before the respective time of payment, I do in such case will and ordain that the said several legacies and bequests be divided between and equally belong to my said son, John Col- F clough, and Alicia Harrington, the mother of my said sons, George Washington and Anthony Colclough ; and if the said Alicia should be dead, then the whole of the said several legacies to enure to the use of and belong to my said son, John Colclough.

I do hereby bequeath unto the said Alicia Harrington the sum of G £400 as a testimony of my gratitude for her tenderness and care, and particularly her disinterested and affectionate attention to me during my illness. I do also hereby devise and bequeath unto the Reverend Dudley Colclough the sum of £500 as a payment for money due by me unto his father and my uncle (the late Adam Colclough), and do hereby express my concern, that my circumstances do not properly enable me in any other or fuller manner to manifest my gratitude unto H my said uncle or his descendants ; and as I wish and intend in this my will to fulfil, as much as in me lies, the duties of gratitude, justice, and equity, I do hereby devise and bequeath unto Elizabeth Carter the sum of £100 as a small

APPENDIX No. 12.

Will of Sir Vesey Colclough, dated 12th June 1794.

mark of my remembrance of her affectionate attention to me. My will also is, that A
the said sum of £10,000 shall from and immediately after my decease, bear an
interest of £5 by the hundred, and that the said several legatees hereinbefore men-
tioned, and their respective representatives, or the persons entitled as such under
this my last will, shall and may be entitled unto such rate of interest until the
respective days of payment; and I do hereby charge and recommend unto my said
trustees and my said son John Colclough, to raise, and levy, and discharge the said B
sum of £10,000, pursuant to this my will and testament. And whereas, upon
failure of issue by my present wife, my said estates are limited to me and my heirs
and assigns for ever, I do hereby sincerely hope and wish that no such event may
take place; but willing to prepare against unforeseen events, and also to support
the family name of Colclough, I do hereby devise and bequeath all the said estates,
upon such event, *unto my cousin, Cæsar Colclough, Esquire, barrister-at-law, and* C
the heirs of his body; and I do hereby request of, and recommend unto the said
Cæsar Colclough, or the inheritors of my said estates, upon such event, to bear in
mind my conduct and wishes, and support, in a similar manner, the name of
Colclough, and the continuance of such estates in the male line of the family. And
as a further provision upon failure of such issue, I do hereby bequeath and devise
unto the said George Washington Colclough, Anthony Colclough, and Alicia Har- D
rington their mother, the respective sums of £3,000 to each and every of them, to
be paid unto them within one year after such event shall take place. And of this
my will I do hereby make, constitute, *and appoint my said trustees, Cæsar Col-*
clough, barrister-at-law, and Francis Graham, Esquire, and the survivor of them
executors. In witness I have hereunto set my hand and seal this 12th day of
June, 1794 (four). Vesey Colclough (Seal). Signed, sealed, and published, and E
declared by the said testator as and for his last will and testament, in the presence
of us who saw the said testator sign the same and each other respectively, the
words "constitute and appoint" being first interlined.

WILLIAM OULD,
ANTHONY WILLS,
JNO. HYLAND. F

Administration of the goods, and soforth, with the last will and testament annexed of Sir Vesey Colclough, late of Tintern Abbey, in the county of Wexford, Baronet, deceased, having, and soforth, was granted by the most Rev. Father William, and soforth, to John Colclough, Esquire, the natural and lawful son, one of the next of kin, and a principal legatee named in the said will of the G said deceased, he being first sworn personally, Cæsar Colclough, Esquire, the surviving executor of said will, and Dame Catherine Colclough, the widow and relict of said deceased, having duly renounced, saving, and soforth.

A. KEATINGE,
AT. HAWKINS, H
D. Reg'rars.

Dated 3rd day of March, 1798.

APPENDIX No. 13.

George the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and soforth. To the Sheriff of the county of Wexford, greeting, command Peter Burrowes, of the city of Dublin, Esquire, that justly and without delay he render unto James Charles Martin, of the city of Dublin, Gentleman, 20 castles, 1,000 messuages, 1,000, cottages, 1,000 gardens, 1,000 orchards, 60 mills, 60 pigeon-houses, 3,000 acres of arable land, 2,000 acres of pasture, 2,000 acres of meadow, 1,000 acres of bog, 1,000 acres of mountain, 500 acres of wood, and 500 acres of furze and heath, in All That and Those the manor of Tintern, with the appurtenances and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and the towns and lands of Tintern, Castle Isele, Castlemorraghe, otherwise Castleworkhouse, Newtown Salt Mills, Ballygerratt, otherwise Ballygarrett, Cappaclonane, Gibstown, otherwise Gibstown, Keirains, otherwise St. Kieran's, Garrycullen, Tallagh, St. Leonard's Ballyhackbegg, Carrowmore, otherwise Carraghmore, otherwise Carrowmore, Milltown, Dunmane, Ballyfleming, Ballytrasney, Nashe, Garryduffe, Booley, otherwise Bowley, Yoaltown, Cheristown, Scartdown, otherwise Owenduffe, Tobernessan, Ganestown, Ballygarry, otherwise Ballygarvey, otherwise Ballygarvan, Cloonagh, Keinagh, Coylero, otherwise Cooleroe, Ballycullan, otherwise Ballycullane, Ballinrowan, otherwise Ballyroan, Duraght, otherwise Duraghty, Priestown, Brandon, otherwise Brandane, Banno, otherwise Bannow, and the watercourse and ferry of Banno, five pounds sterling yearly rent, issuing out of the lands of Baggane and Stonehouse one other yearly, and of one pound sterling, issuing out of the villages and lands of Cooleback and Ballywilliam, and one other yearly rent of five shillings sterling, issuing out of the rectory church or chappel of Killag, in the county of Wexford aforesaid; and also All That and Those the rectorys and churches of Tintern, St. Keiran, otherwise Kieran, St. Leonard's, Nash, Owenduffe, Dunmeane, otherwise Dunmeane, Colinmeane, otherwise Clonmeane, otherwise Clonmines, Kiegh, otherwise Kineagh, Banno and the Island of Banno, situate in the county of Wexford aforesaid, and all the great and small tythes of Tintern, St. Kieran, otherwise Keiran, St. Leonard's, Nash, Owenduffe, Dunmeane, otherwise Dunmeane, Colinmeane, otherwise Clumeane, otherwise Clonmine, Keigh, otherwise Kineagh and Banno, and the Island of Banno, ortherwise Banno, and also the great and small tythes of the towns and lands of Timecarrig, and Rathmageera, otherwise Rathmageerah, in the said county of Wexford; and also All That and Those such part and proportion of the rectory, church, vicarage, and parish of St. Molins, otherwise Taghmolin, as is or are situate in the said county of Wexford, and all the tythes great and small issuing, growing, and payable out of same, and also all and every other the manor of Tintern, with its rights, parishes, tythes, members, and

APPENDIX No. 13.

Writ of Entry, 13th July 1807.

appurtenences thereunto belonging, and which was known and reputed to be part and parcel thereof, together with all the fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron and court leet, and view of frankpledge, royalties, rights of presentation and advowson, members, and appurtenances whatsoever, to the same belonging, or in any wise appertaining; and also All That and Those the town and lands of Whelaghgain, Culneen, otherwise Clueneen, Duneen, Knocknemile, Carraghduffe, Tincurry, Glasliskey, otherwise Glaslacken, otherwise Glaslack, Clonbrien, otherwise Clonebrien, otherwise Cloneburn, Keile, Mamdoran, Bowleylusk, Keinteige, Coolenecarneg and Ballynevole, in the county of Wexford; also two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage, lying in St. John's-street, in or near Wexford, in the county of Wexford, and also three-fourth parts of the town and lands of Mangan, in the county of Wexford, and one moiety of the town and lands of Ballyluskey, Scragmore, Ballyneeullagh, and Tomcurry, in the county of Wexford aforesaid, and also one-third part of the town and lands of Ballytrany, otherwise Ballintarney, Ballydonagh, Ballynavorane, Rylancemore, Rylancebegg, otherwise Rylance, Castlekirk, and Killmaskill, in the county of Wexford aforesaid, and one-sixteenth part of a third part of the towns and lands of Rylanemore, Rylanebeg, Castlekirk, Killmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the towns and lands of Rylanemore, Rylanebegg, otherwise Rylance, Castlekirk, and Killmashill aforesaid, in the county of Wexford aforesaid, and one yearly rent of £100 sterling out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Mineglass, Shanballyaherine, Half-Kemnesperin, Ballindegane, and other lands in the barony of Scanowalsh, all lying and being in the county of Wexford, one chief rent of forty pounds sterling issuing out of the whole territory of the Duffery, in the said county of Wexford; and also one other chief rent of £1 sterling, issuing out of St. John-street, in the County of Wexford, and also All That and Those two messuages in St. Bridgett's, in Taghmon; also the rectories, parsonages, churches, chapples, tythes of Ballyshclane, Kilbride, St. Bridgett's, of Taghmon; Whitechurch, St. Michael's, near Wexford; St. Ivory's, in Wexford; Templecorrem, St. Michael's, near Ballybrimane; Ballynutty, St. Andrew's, *alias* Ballyshelane, Dennispark, *alias* Glebeland, and Thomasland, in or near Wexford; two messuages and several acres of land, in the town of St. Bridgett's, in Taghmon; the rectories and parish church of Chappleinch; St. John and St. Bridgett's, in or near Wexford; the hospital and hospitals of St. John and St. Bridgett's, in the said town of Wexford; and also the impropriation of Enniscorthy, Kilcanenane, otherwise Kilcannon, Clughvarey, and Mountreally, situate in the county of Wexford, together with all fairs, markets, water, watercourses, mountain bogs, turbary, commons, fishings, fisheries, courts leet, courts baron, and view of frankpledge, rights of presentation and advowson, member and appurtenances whatsoever, to said townslands, tenements, rectories, parishes, tythes, glebes, glebe lands, tenements, and hereditaments in any wise belonging or appertaining, situate in the county of Wexford, which he claims as his right and inheritance, and into which the aforesaid Peter hath not entry

until after the disseisen which Hugh Blake thereof unjustly and without judgment made upon the aforesaid James Charles, within twenty years now last past as is said, whereupon he complains that the aforesaid Peter hath deforced him, and unless he doth it, and if the aforesaid James Charles shall give you security to prosecute his claim, then summon by good summoners the aforesaid Peter, that he be before our justices, at the king's courts, in three weeks from the day of the Holy Trinity, to show why he hath not done it, and then have the summoners and this writ. Witness Charles, Duke of Richmond, our Lieutenant-General and General Governor of Ireland, at the king's courts, the 30th day of May, in the forty-seventh year of our reign.

PRENDERGAST PRENDERGAST.

It appears by the examination of Andrew Reid, gentleman, that the messuages, yearly rents, and other the premises within mentioned, do not exceed the yearly value of £158 sterling, over and above reprizes.

The 13th July, 1807. Received for the fine, £15 16s.

APPENDIX No. 14.

PLEAS *at the King's Courts, before John Lord Norbury, and his brethren Justices of Lord George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and soforth, of his Common Bench of his Kingdom of Ireland, of Michaelmas Term, in the forty-eighth year of his reign.*

T. W. KNOX, 1807.

COUNTY OF WEXFORD, to wit.

James Charles Martin, of the city of Dublin, gentleman, personally demands against Peter Burrowes, of the said city, esquire, 20 castles, 1,000 messuages, 1,000 cottages, 1,000 gardens, 1,000 orchards, 60 mills, 60 pigeon-houses, 3,000 acres of arable land, 2,000 acres of pasture, 1,000 acres of meadow, 1,000 acres of bog, 1,000 acres of mountain, 500 acres of wood, and 500 acres of furze and heath ground, in ALL THAT AND THOSE the Manor of Tintern, with the appurtenances, and the scite, circuit, ambite and precinct of the dissolved abbey, monastery, or religious house of Tintern, and the town and lands of Tintern, Castle Isell, Castle Moragho, otherwise Castle Workhouse, Newtown, Salt Mills, Ballygarat, otherwise Ballygarrett, Cappachmane, Gibstow, otherwise Gibstown, Kierans, otherwise St.

APPENDIX No. 14.

Recovery suffered by Cæsar Calclough, 1807

Kieran's, Garrycullen, Tallaghs, St. Leonard's, Ballyhackbeg, Curraghmore, otherwise Curramore, Milltown, Dunmane, Ballyfleming, Ballytrasney, otherwise Ballytrasnoy, Nash, Garryduffe, Booly, otherwise Bowley, Youltown, Cheristown, Scurtstoun, otherwise Owenduffe, Tubernessan, Ganestoun, Ballygany, otherwise Ballygawey, otherwise Ballygawan, Clonagh, Kimagh, Coylro, otherwise Cooleroe, Ballycullan, otherwise Ballycullane, Ballinrowan, otherwise Ballyroane, Duraght, otherwise Duraghty, Priestown, Brandon, otherwise Brandane, Banno, otherwise Bannow, and the Watercourse and Ferry of Banno, £2 sterling yearly rent issuing out of the lands of Baggaire and Stonehouse, one other yearly rent of £1 sterling issuing out of the villages and lands of Coolebuck and Ballywilliam, and one other yearly rent of five shillings sterling issuing out of the rectory, church or chapel of Killag, in the county of Wexford aforesaid; and also all that and those the rectories and churches of Tintern, St. Kieran, otherwise Kieran, St. Leonards, Nash, Owenduffe, Drumeane, otherwise Dummeane, Colinmeane, otherwise Cloonmeane, otherwise Clonmines, Kiegh, otherwise Keneagh, Banno, and the island of Banno, situate in the county of Wexford aforesaid, and also the great and small tythes of Tyntern, St. Kieran, otherwise Keiran, St. Lennard's, Nash, Owenduffe, Dunmeane, otherwise Dummeane, Colinmeane, otherwise Clameane, otherwise Cloonmines, Kenagh, otherwise Kineagh and Banno, and the island of Bannow, otherwise Banno, and also the great and small tythes of the towns and lands of Tinnecarrig and Rathnageera, otherwise Rathanagerah, in the said county of Wexford; and also all that and those such part and proportion of the rectory, church, vicarage, and parish of St. Molins, otherwise Taghmolins, as is or are situate in the county of Wexford, and all the tythes, great and small, issuing, growing, and payable out of same; and also all and every other the manor of Tintern, with its rights, parishes, tythes, members, and appurtenances thereunto belonging, and which was known and reputed to be part and parcel thereof, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron and courts leet, and view of frankpledge, royalties, rights of presentation and advowson, members and appurtenances whatsoever, to the same belonging or in anywise appertaining; and also all that and those the town and lands of Wheelanghaur, Culneen, otherwise Clunesen, Duneen, Knocknemill, Curraghduffe, Tincurry, Glasliskey, otherwise Glaslacken, otherwise Glaslack, Clonbrien, otherwise Clonebrien, otherwise Clonebune, Keile, Maundoran, Bowleylusk, Kintage, Coolenecarney and Ballynecoole, in the county of Wexford; also two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage lying in St. John-street, in or near Wexford, in the county of Wexford; and also three-fourth parts of the town and lands of Mangan, in the county of Wexford, and one moiety of the town and lands of Ballylusky, Scraghmore, Ballynecullagh and Tomcurry, in the county of Wexford aforesaid; and also one-third part of the town and lands of Ballytrany, otherwise Ballintarney, Ballydownagh, Ballynevocrane, Rylanemore, Rylanebeg, otherwise Rylance, Castlekirk and Kilmashill, in the county of Wexford aforesaid, and one-sixth part of a third part of the towns and lands of Rylanemore, Rylanebeg, otherwise Rylance, Castlekirk, and Killmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the town and lands of Rylamore,

A B C D E F G H

A Rylanebeg, otherwise Rylance, Castlekirk, and Kilmashill aforesaid, in the county of Wexford aforesaid, and one yearly rent of £100 sterling issuing out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Miniglass, Shanballyherne, half Kennesperon, Ballindegane, and other lands in the barony of Scarrowwalsh, all lying and being in the county of Wexford, one chief rent of £40 sterling issuing out of the whole territory of the Duffery, and also one other chief rent of £1 B sterling issuing out of St. John-street, in the town of Wexford; also all that and those two messuages in St. Bridget's, in Taghmon, also the rectories, parsonages, churches, chapels, and tythes of Ballyshelane, Kilbride, St. Bridget's, of Taghmon, Whitechurch, St. Michael's, near Wexford, St. Ivory's, in Wexford, Templecoran, St. Michael's, near Ballybiriane, Ballynulty, St. Andrew's, alias Ballyshelane, Denispark, alias Glebe land and Thomas land, in or near Wexford, two messuages C and several acres of land in the town of St. Bridget's, in Taghmon, the rectories and parish church of Chappel Inch, St. John and St. Bridget's, in or near Wexford, the hospital and hospitals of St. John and St. Bridget's, in the said town of Wexford, and also the impropriation of Enniscorthy, Kileaneanane, otherwise Kilcamon, Cloghvany and Montreally, situate in the county of Wexford, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, D fishings, fisheries, courts leet and courts baron, and view of frankpledge, royalties, rights, and presentation and advowson members and appurtenances whatsoever to the said towns, lands, tenements, rectories, parishes, tythes, glebes, glebe lands, tenements and hereditaments in anywise belonging or appertaining, situate in the county of Wexford aforesaid, as his right and inheritance, and into which the said Peter hath not entry until after the disseizin, which Hugh Blake thereof unjustly E and without judgment made to the said James within twenty years now last past, and whereupon he says that he has seized of the said manor, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, lands and tenements, with the appurtenances in his demesne, as of fee and right of the said presentation and advowson, as of fee and right in the time of peace, in the time of the present Lord the King, by taking F the profits thereof to the value and soforth, and wherein and soforth, and thereupon he brings his suit and soforth.

And the said Peter personally comes and defends his right when and soforth, and thereupon calls to warranty Cæsar Colclough, Esq., summoned in the said county, let him have him here in fifteen days from the day of St. Martin, by G the aid of the court and soforth, the same day is given to the said parties here and soforth, at which day came here as well the said James as the said Peter personally, and the said Cæsar being summoned and soforth, also came by William Fenner, his attorney, and freely warrants the said manors, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, rights of presentation, and advowson lands and tenements, with the ap- H purtenances to him and soforth, and hereupon the said James demands against the said Cæsar tenant by his warranty, the said manor, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge,

APPENDIX No. 14.

Recovery suffered by Cæsar Colclough, 1807.

fairs, markets, royalties, right of presentation and advowson, lands and tenements, with the appurtenances in form aforesaid, and whereupon he says that he was seized of the said manors, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, lands and tenements, with the appurtenances as of fee and right, and of the said rights of presentation and advowson, as of fee and right in the time of peace, in the time of the present Lord the King, by taking the profits thereof to the value and soforth, and wherein and soforth, and thereupon he brings his suit and soforth. A B

And the said Cæsar, tenant, by his warranty, defends his right when and soforth, and thereupon further calls to warranty James Johnston, who is personally present here in court, and freely warrants the said manor, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances to him and soforth; and hereupon the said James Martin demands against the said James Johnston, tenant by his warranty, the said manor, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances in form aforesaid and soforth; and whereupon he says that he was seized of the said manor, castles, rectories, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, lands, and tenements, with the appurtenances as of fee and right, and of the said rights of presentation and advowson as of fee and right in the time of peace, in the time of the present Lord, the King, by taking the profits thereof to the value and soforth and wherein and soforth, and therefore he brings his suit and soforth. C D E

And the said James Johnston, tenant, by his warranty defends his right, when and soforth, and says that the said Hugh did not disseize the said James Martin, of the said manors, castles, rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances, as the said James Martin by his said writ and declaration doth above suppose, and of this he puts himself upon the country, and soforth. F

And hereupon the said James Martin prays leave to parle, and he hath it and soforth, and afterwards the said James Martin came again personally here into court, in this same term, and the said James Johnston, though solemnly required, came not again, but departed in contempt of the court, and made default, therefore it is considered that the said James Martin do recover against the said Peter, full seizin of the said manor, castle rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances, and that the said Peter have of the land of the said Cæsar to the value and G H

A soforth, and that the said Cæsar further have of the land of the said James Johnston to the value and soforth, and the said James Johnston in mercy and soforth.

And hereupon the said James Martin prays a writ of the Lord, the King, to be directed to the sheriff of the county of Wexford aforesaid, to cause full seizin of the said manor, castles, rectories, tythes, fisheries, courts leet, courts B baron, view of frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances to be delivered to him, and it is granted to him, returnable here on the octave of St. Hilary, at which day came here the said James Martin personally, and the sheriff, namely, William Goff, Esquire, now returns that he, by virtue of the said writ to him directed, on the 24th day of December last past, caused full seizin of the said manor, castles, C rectories, rents, royalties, tythes, parts, fisheries, courts leet, courts baron, view of Frankpledge, fairs, markets, royalties, rights of presentation and advowson, lands and tenements, with the appurtenances, to be delivered to the said James Martin, as by the said writ he was commanded.

A copy.

D T. S.

APPENDIX No. 15.

E

George the Third, by the grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and soforth, to our well-beloved and trusty Sir Edward Loftus, Baronet, and also to our trusty Carl F Toucher, Joseph Adams, Petter Weigner, Louis Charnbon, Joseph Moutet, greeting, Whereas our writ of entry upon *disseizen en le post*, is depending before our justices of our common bench in Ireland, between James Charles Martin, of the city of Dublin, gentleman, and Peter Burrowes, of the city of Dublin, Esquire, concerning 20 castles, 1,000 messuages, 1,000 cottages, 1,000 gardens, 1,000 orchards, 60 mills, 60 pigeon-houses, 3,000 acres of arable land, 2,000 acres of G pasture, 2,000 acres of meadow, 1,000 acres of bog, 1,000 acres of mountain, 500 acres of wood, and 500 acres of furze and health, in All That and Those the manor of Tintern, with the appurtenances, and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and the towns and lands of Tintern, Castle Isele, Castlemorogho, otherwise Castleworkhouse, Newtown, Salt Mills, Ballygurratt, otherwise Ballygarrett, Cappaclonane, Gibstoran, H otherwise Gibstown, Keerans, otherwise St. Kerian's, Garrycullen, Tallagh, St. Leonard's, Ballyhackbegg, Tobernessan, Gainistown, Ballygarry, otherwise Ballygarvan, Cloonagh, Keinagh, Coylero, otherwise Cooleroe, Ballycullan, otherwise

APPENDIX No 15.

Commission.
13th July, 1807.

Ballycullane, Ballinrowan, otherwise Ballyroano, Duraght, otherwise Duraghty, Puestown, Brandon, otherwise Brandane, Banno, otherwise Bannow, and the watercourse and ferry of Banno £5 sterling, yearly rent issuing out of the lands of Baggarie and Stonehouse, and other yearly rent of one pound sterling, issuing out of the villages and lands of Coolbuck and Ballywilliam, and one other yearly rent of five shillings sterling, issuing out of the rectory church or chapple of Killag, in the county of Wexford aforesaid; and also All That and Those the rectorys and churches of Tintern, St. Kieran, otherwise Kieran, St. Leonard's, Nash, Owenduffe, Dunmeane, otherwise Dummane, Colinmeane, otherwise Clonmeane, otherwise Clonmines, Kiegh, otherwise Kineagh, Banno, and the Island of Banno, situate in the county of Wexford aforesaid, and also the great and small tythes of Tintern, St. Keiran, otherwise Kieran, St. Leonards, Nash, Owenduffe, Dunmeane, otherwise Dromoneane, Colinmeane, otherwise Clumeane, otherwise Clonmines, Keigh, otherwise Kineagh and Banno, and the Island of Bannow, otherwise Banno, and also the great and small tythes of the town and lands of Tinnecarrig and Rathnageera, otherwise Rahnageera, in the said county of Wexford; and also All That and Those such part and proportion of the rectory church, vicarage, and parish of St. Molin's, otherwise Taghmolin, as is or are situate in the said county of Wexford, and all the tythes great and small issuing, growing, and payable out of same, and also all and every other the manor of Tintern, with its rights, parishes, tythes, members, and appurtenances thereunto belonging, and which was known and reputed to be part and parcel thereof together, with all the fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron and court leet, and view of frankpledge, royalties, right of presentation and advowson, members, and appurtenances whatsoever to the same belonging, or in any wise appertaining; and also All That and Those the town and lands of Wheleaghgaur, Culneen, otherwise Clueneen, Duneen, Knocknemile, Curraghduffe, Tincurry, Glaslikey, otherwise Glaslackin, otherwise Glaslack, Clonbrien, otherwise Clonebreen, Keile, Mamdoran, Bowleylush, Keinteige, Coolnecarney, and Ballynecoola, in the county of Wexford; also two parks of land, one garden, four burgesses, and the fourth part of a burgage, lying in St. John's-street, in or near Wexford, in the county of Wexford; and also three-fourth parts of the town and lands of Mangan, in the county of Wexford, and one moiety of the town and lands of Ballylustry, Scraghonore, Ballynecullagh, and Tomcurry, in the county of Wexford aforesaid; and also one-third part of the town and lands of Ballyhany, otherwise Ballintarny, Ballydonagh, Ballynaveerane, Rylaneemore, Rylancebegg, otherwise Rylance, Castlekirk, and Kilmashill, in the county of Wexford aforesaid, and one-sixth part of a third part of the town and lands of Rylanemore, Rylanebegg, otherwise Rylance, Castlekirk, and Kilmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the town and lands of Rylanemore, Rylanebegg; otherwise Rylance, Castlekirk, and Kilmashill aforesaid, in the county of Wexford aforesaid, and one yearly rent of £100 sterling, issuing out of the lands of Moynart, otherwise Minart, Ballyoraniste, Corgrage, Mineglass, Shanballyaherine, Half Keinnesperia, Ballindegane, and other lands in the county of Wexford, one chief rent of £40 sterling, issuing out of the whole territory of the

A B C D E F G H

A Duffrey, in the said county of Wexford; and also one other chief rent of £1 sterling, issuing out of the St. John-street, in the county of Wexford; also All That and Those two messuages in St. Bridget's, in Taghmon; also the rectorys, parsonages, churches, chapples, and tythes of Ballyshelane, Killbride, St. Bridges of Taghmon, White Church, St. Michael's, near Wexford, St. Ivory's in Wexford, Templecorran, St. Michael's, near Ballybrinaine, Ballynetty, St. Andrew's, *alias*
B Ballyshelane, Dennis Park, *alias* Glebe-land, and Thomas-land, in or near Wexford; two messuages and several acres of land in the town of St. Bridgett's, in Taghmon, the rectories and parish church of Chapple Inch, St. John, and St. Bridget's, in or near Wexford; the hospital and hospitals of St. John and St. Bridget's, in the said town of Wexford; and also the impropriation of Enniscorthy, Kilcanane, otherwise Killamon, Cloghvarry, and Montreally, situate in the county
C of Wexford, together with all fairs, markets, water, watercourse, mountain bogs, turbarys, commons, fishings, fisheries, courts leet, and courts baron, and view of frankpledge, royalties, rights of presentation and advowson, members, and appurtenances whatsoever, to said towns, lands, tenements, rectories, parishes, tythes, glebes, glebe-lands, tenements, and hereditaments in anywise belonging or appertaining, situate in the county of Wexford, which he claims, and soforth; and the said
D Peter appearing in our full court before our justices aforesaid, hath vouched Cæsar Colclough, Esq., to warrant whom the messuages, and other the premises aforesaid, with the appurtenances whereupon our writ of summons to warrant hath issued forth against the said Cæsar, returnable before our justices aforesaid, in fifteen days from the day of St. Martin; and forasmuch as the said Cæsar is so infirm that he cannot, without the greatest bodily danger, travel to the King's Courts at the day
E in our said writ of summons to warrant contained, to do and act those things which shall be expectant then and there to be done, in the same as we are informed, we, compassionating the condition of the said Cæsar in this behalf, have given to you, or any two or more of you, power and authority to receive the attorney or attornies, jointly or severally, whom the said Cæsar before you, or any two or more of you, shall appoint or constitute in his stead, to gain or lose in the
F said plea before our said justices, and therefore we command you, or any two or more of you, that you go in person to the said Cæsar, if he cannot conveniently travel to you, and receive his said attorney or attornies, jointly or severally, in form aforesaid, and when you shall have received his said attorney or attornies, you distinctly and plainly, and without delay, certify us in our Chancery of Ireland, under your seals, or the seals of any two or more of you, of the name or names of
G such attorney or attornies, sending back unto us this writ. Witness, Charles Duke of Richmond, our Lieutenant-General and General Governor of Ireland, at the King's Courts, the 13th day of July, in the 47th year of our reign.

PRENDERGAST PRENDERGAST.

H The 13th July, 1807.

Received for the fine, five shillings.

Allowed, NORBURY.

APPENDIX No. 16

Deed dated 14th September, 1807, making tenant to the frechold.

APPENDIX No. 16.

A

This Indenture, made the 14th day of September, in the year of our Lord, 1807, between Cæsar Colclough, of Tintern Abbey, in the county of Wexford, Esquire, now residing in the kingdom of France, of the first part, Peter B Burrowes, of the city of Dublin, Esquire, barrister-at-law, of the second part, and James Charles Martin, of the said city of Dublin, gentleman, of the third part. WITNESSETH that for the docking and baring all estates tail, and all remainder and reversions thereupon expectant and depending of and in the lands, tenements, and hereditaments hereinafter granted and released, or mentioned or intended so to be, or any of them, or any part thereof, and for and in consideration of the sum of C ten shillings sterling, by the said Peter Burrowes to the said Cæsar Colclough, in hand, paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; he, the said Cæsar Colclough hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said Peter Burrowes, in his actual possession, now being by virtue of a bargain and sale to him thereof, made by the said Cæsar D Colclough, for the term of one whole year, by indenture bearing date the day next before the day of the date of these presents in consideration of five shillings sterling to him the said Cæsar Colclough, paid by the said Peter Burrowes, and by force and virtue of the statute for transferring uses into possession, and to his heirs and assigns, All That and Those the manor of Tinterin, with the appurtenances, and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious E house, of Tintern, and the towns and lands of Tintern, Castle Isell, Castlemorogho, otherwise Castleworkhouse, Newtown, Saltmills, Ballygurat, otherwise Ballygarrett, Cappaclonane, Gibstow, otherwise Gibstown, Keirans, otherwise St. Keiran, Garrycullen, Tallagh, St. Leonard's, Ballyhackbegg, Carrowmore, otherwise Curraghmore, otherwise Currowmore, Miltown, Dunmane, Ballyfleming, Ballytrasney, otherwise Ballytarsney, Nash, Garryduffe, Booley, otherwise Bowley, Yoaltown, F Cheristown, Scartdown, otherwise Owenduffe, Tobernesson, Ganestown, Ballygarry, otherwise Ballygarvey, otherwise Ballygarván, Clonagh, Kienagh, Coylero, otherwise Cooleroe, Ballycullan, otherwise Ballycullane, Ballinrowan, otherwise Ballyroane, Duraght, otherwise Duraghty, Priestown, Brandon, otherwise Brandane, Banno, otherwise Bannow, and the watercourse and ferry of Banno, two pounds sterling yearly rent issuing out of the lands of Baggarie, and the Stone House, one G other yearly rent of one pound sterling issuing out of the villages and lands of Cooleback and Ballywilliam, and one other yearly rent of five pounds sterling issuing out of the rectory church or chapel of Killag, in the county of Wexford aforesaid; and also all that and those the rectorys and churches of Tintern, Saint Kieran, otherwise Kieran, Saint Leonard's, Nash, Owenduffe, Dunmeane, otherwise Dummeane, Colinmeane, otherwise Clonmeane, otherwise Clonmines, Keiagh, H otherwise Kineagh,Banno, and the island of Banno, situate in the county of Wexford aforesaid, and also the great and small titles of Tintern, Saint Keiran, other-

Deed dated 14th September, 1807, making tenant to the freehold.

A wiso Keiran, Saint Leonard's, Nash, Owenduffe, Dunmane, otherwise Dunmeane, Colinmeane, otherwise Clonmeane, otherwise Clonmines, Keiagh, otherwise Kineagh and Banno, and the island of Bannow, otherwise Banno, and also the great and small tythes of the towns and lands of Tinnecarrig and Rathnageera, otherwise Rathanageerah, in the said county of Wexford; and also all that and those such part and proportion of the rectory church, vicarage, and parish of Saint Molins, B otherwise Taghmolin, as is or are situate in the said county of Wexford, and all the tythes, great and small, issuing, growing, and payable out of the same, and also all and every other the manor of Tintern, with its rights, parishes, tithes, members, and appurtenances thereunto belonging, and which was known and reputed to be part and parcel thereof, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron and courts leet, and C view of frankpledge, royalties, rights of presentation and advowson, members and appurtenances whatsoever to the same belonging, or in anywise appertaining; and also all that and those the town and lands of Whelaghgaur, Culneen, otherwise Clueneen, Duneen, Knocknemill, Curraghduffe, Tincurry, Glasliskey, otherwise Glaslackin, otherwise Glasslack, Clonbrien, otherwise Clonebrien, otherwise Cloneburn, Keile, Mamdoran, Bowleylusk, Keinteige, Coolenecarney and Ballynecoola, D in the county of Wexford; also two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage lying in Saint John's-street, in or near Wexford, in the county of Wexford, and also three-fourth parts of the town and lands of Mangan, in the county of Wexford, and one moiety of the town and lands of Ballylasky, Scraghmore, Ballynecullagh and Toncurry, in the county of Wexford, aforesaid; and also one-third part of the town and lands of Ballytrany, otherwise E Ballintarny, Ballydonagh, Ballynevocrane, Rylancemore, Rylancebeg, otherwise Reylance, Castlekirk and Kilmashill, in the the county of Wexford aforesaid, and one-sixth part of a third part of the towns and lands of Rylancemore, Rylanebegg, otherwise Reylance, Castlekirk and Killmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the towns and lands of Rylanemore, Rylanebeg, otherwise Reylance, Castlekirk and Kilmashill aforesaid, in the F county of Wexford, and one yearly rent of £100 sterling issuing out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Mineglass, Shanballyaherine, Half, Keinnesperin, Ballindegane, and other lands in the barony of Scarrowwalsh, all lying and being in the county of Wexford, one chief rent of £40 sterling issuing out of the whole territory of the Duffery, in the said county of Wexford, and also one chief rent of £1 sterling issuing out of Saint John's-street, in the town of G Wexford; also all that and those two messnages in Saint Bridgets, in Taghmon, also the rectorys, parsonages, churches, chappels, and tithes of Ballyshelane, Killbride, Saint Bridget's of Taghmon, Whitechurch, Saint Michael's, near Wexford, Saint Ivory's, in Wexford, Templecoan, Saint Michael's, near Ballybrinane, Ballymitty, Saint Andrew's, *alias* Ballyshelane, Dennis Park, *alias* Glebe Land and Thomas Land, in or near Wexford, two messuages, and several acres of land in the H town of Saint Bridget's in Taghmon, the rectorys and parish church of Chappel, Inch, Saint John and Saint Bridgett's, in or near Wexford, the hospital and hospitals of Saint John and Saint Bridgett's, in the said town of Wexford, and also

APPENDIX No. 16.

Deed dated 14th September, 1807, making tenant to the freehold.

the impropriation of Enniscorthy, Kilcanenane, otherwise Kilcamon, Cloghvarey and Montreally, situate in the said county of Wexford; as also all that and those the rectory of the church of Saint Molins, otherwise Tagmolin, and all the tithes, great and small, issuing, growing, and payable out of the parish of Saint Molins, and all the towns, lands, tenements, hereditaments, and premises, as also all glebe and glebe lands contained therein, situate, lying, and being in the county of Catherlough, otherwise Carlow, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron, courts leet, and view of frankpledge, royalties, rights of presentation, and advowson members and appurtenances whatsoever to all said towns, lands, tenements, rectorys, parishes, tithes, glebes, glebe lands, hereditaments and premises belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders yearly, and other rents, issues, and profits thereof, and of every part thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever of him the said Cæsar Colclough, party hereto of, in or out of the same; to have and to hold all and singular the said manors, towns, lands, tenements, parishes, impropriations, tythes, glebes and glebe lands, rights, members, hereditaments and premises aforesaid, and every of them, with their appurtenances, unto the said Peter Burrowes, his heirs and assigns, for and during the natural life of the said Cæsar Colclough, to his and their own use and benefit, to the intent and purpose that the said Peter Burrowes may, by virtue of these presents, become perfect tenant of the freehold of all said manors, towns, lands, tenements, parishes, impropriations, tithes, glebes and glebe lands, rights, members, hereditaments, and premises, to the end that two or more good and perfect common recoverys may be thereof had and suffered in such manner as herein is mentioned, for which purpose it is hereby declared and agreed that it shall and may be lawful to and for the said James Charles Martin, at the costs and charges of the said Cæsar Colclough, before the end of the next Michaelmas Term, to sue forth and prosecute out of his Majesty's High Court of Chancery in Ireland, two or more writs of entry *sur desseisen en le post*, returnable before his Majesty's justices of the Court of Common Pleas at Dublin, thereby demanding by proper and sufficient names and descriptions, all and every, the manor, towns, lands, tenements, parishes, impropriations, tithes. glebes and glebe lands, rights members, hereditaments, and premises aforesaid, against the said Peter Burrowes, to which two several writs of entry he the said Peter Burrows shall appear gratis, either in his own proper person, or by his attorney thereto lawfully authorised, and vouch, over to warranty, the said Cæsar Colclough, who shall also appear gratis in his proper person, or by his attorney thereto lawfully authorised, and enter into the warranty and vouch over the common vouchee of the same court who shall also appear, and after imparlance shall make default so as judgment shall and may be thereupon had and given for the said James Charles Martin to recover all and singular the manors, towns, lands, tenements, parishes, impropriations, titles, glebes, and glebe lands, rights, members, hereditaments, and premises aforesaid, and every part and parcel thereof against the said Cæsar Colclough, for him to recover in value against the common vouchee, and that

A B C D E F G H

Deed dated 14th September, 1807, making tenant to the freehold.

execution shall and may be thereupon awarded and had accordingly, and all and every act and acts, thing or things, be done and executed needful and requisite for the suffering and perfecting of such two common recoverys, with vouchees as aforesaid. And it is hereby further declared, and agreed by and between all the parties to these presents, that immediately from and after the suffering and perfecting of said two common recoveries as aforesaid, or in any other manner, or at any other time or times suffered, or to be suffered, as well by these presents and the assurance hereby made; and also all and every other recovery or recoverys, fine or fines, conveyances and assurances in the law whatsoever heretofore had, made, suffered, or executed, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are and were meant and intended to be and enure, and the recoverors in said recoverys named or to be named, shall stand and be seized and possessed of the said manors, towns, lands, tenements, parishes, impropriations, glebes, lands, hereditaments, and premises aforesaid, and every part and parcel thereof, with the rights, members, and appurtenances thereunto belonging, or in anywise appertaining, to the use, benefit, and behoof of the said Cæsar Colclough, party hereto, his heirs and assigns for ever, In witness whereof the parties aforesaid have hereunto put their hands and seals the day and year first above written.

CÆSAR COLCLOUGH [Seal].
PETER BURROWES [Seal].
JAMES C. MARTIN [Seal].

Signed, sealed, and delivered by the within-named Cæsar Colclough in presence of
CARL TOUSCHER.
PETTER WEIGNER.
LOUIS CHAMBORY.

Received from the within-named Peter Burrowes the sum of ten shillings sterling, being the consideration money within mentioned the day and year first within written.

CÆSAR COLCLOUGH.

Present,
CARL TOUSCHER.
PETTER WEIGNER.
LOUIS CHAMBORY.

Signed, sealed, and delivered by the within-named Peter Borrowes and James Charles Martin, in presence of us in the house of said Peter Burrowes, in Leeson-street, in the city of Dublin.

HUDSON HARZELL.
CARL TOUSCHER.
PETTER WEIGNER.

A memorial of the within deed was entered in the Register Office, in the city of Dublin, the 9th day of November, 1807, at one o'clock in the afternoon, in book 589, page 411, and No. 404,214, and the execution of said deed and memorial was duly proved pursuant to an act of Parliament in that case made and provided.

Fee 5s.

JOHN GRIFFIN, Deputy Registrar.

APPENDIX No. 17.

Warrant of Attorney, dated 14th September, 1807.

APPENDIX No. 17.

COUNTY OF WEXFORD, to wit.

COMMAND Peter Burrowes, of the city of Dublin, Esquire, that justly and without delay he render unto James Charles Martin, of the city of Dublin, gentleman, 20 castles, 1,000 messuages, 1,000 cottages, 1,000 gardens, 1,000 orchards, 60 mills, 60 pigeon-houses, 3,000 acres of arable lands, 2,000 acres of pasture, 2,000 acres of meadow, 1,000 acres of bog, 1,000 acres of mountain, 500 acres of wood, and 500 acres of furze and heath ground, in All That and Those the manor of Tintern, with the appurtenances and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tintern, and the towns and lands of Tintern, Castle Isell, Castlemorogh, otherwise Castleworkhouse, Newtown, Salt Mills, Ballyuratt, otherwise Ballygunett, Cappaclonane, Gibstown, otherwise Gibstown, Keirans, otherwise St. Keiran, Garryeullan, Tallaghs, St. Leonard's, Ballyhackbegg, Carrowmore, otherwise Carraghmory, otherwise Carrowmore, Milltown, Dunmene, Ballyfleming, Ballyhasney, otherwise Ballyharsney, Nash, Garryduff, Booley, otherwise Bowley, Yoaltown, Cheristown, Scartdown, otherwise Owenduff, Tobernessan, Ganestown, Ballygarry, otherwise Ballygarney, otherwise Ballyarvan, Clonagh, Kienagh, Coylero, otherwise Coolerve, Ballycullan, otherwise Ballycullane, Ballinrowan, otherwise Ballyroane, Duraght, otherwise Duraghty, Priestown, Bremdon, otherwise Brandane, Banno, otherwise Bannow, and the watercourse and ferry of Banno two pounds sterling yearly rent, issuing out of the lands of Baggane and Stonehouse, one other yearly rent of one pound sterling issuing out of the villages and lands of Cooleback, Ballywilliam, and one other yearly rent of five shillings sterling, issuing out of the rectory church or chapel of Killage, in the county of Wexford aforesaid; and also All That and Those the rectory and churches of Tintern, St. Keeran, otherwise Keeran, otherwise Keeran, St. Leonard's, Nash, Owenduff, Dunmeane, otherwise Dunmeane, Colinmeane, otherwise Clonmeane, otherwise Clonmines, Keigh, otherwise Keneagh, Banno, and the Island of Banno, situate in the county of Wexford aforesaid, and also the great and small tithes of Tintern, St. Keeran, otherwise Keeran, St. Leonard's, Nash, Owenduff, Dunmeane, otherwise Dunmeane, Colenmeane, otherwise Clumeane, otherwise Clonmines, Keiagh, otherwise Kineagh, and Banno, and the Island of Bannow, otherwise Banno; and also the great and small tithes of the towns and lands of Tinnecarrig and Rathnageera, otherwise Rathanageerah, in the said county of Wexford; and also All That and Those such part and proportion of the rectory church, vicarage, and parish of Saint Molins, otherwise Taghmolins, as is or are situate in the said county of

A of Wexford, and the tithes, great and small, issuing, growing, and payable out of the same; and also all and every other the manor of Tintern, with its rights, parishes, tythes, members, and appurtenances thereunto belonging, and which was known and reputed to be part and parcel thereof, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts baron and courts leet, and view of frankpledge, royalties, rights B of presentation and advowson, members and appurtenances whatsoever, to the same belonging, or in anywise appertaining; and also All That and Those the town and lands of Wheelaughgaur, Culneen, otherwise Clunencen, Duneen, Knocknemile, Carraghduffe, Tincurry, Glaslestrey, otherwise Glaslacken, otherwise Glaslack, Clonbreen, otherwise Clonebrien, otherwise Cloneburn, Keele, Mamdorun, Bowleylusk, Keinteige, Coolenecarney, and Ballynecoola, in the C county of Wexford, also two parts of land, one garden, twenty-four burgages, and the fourth part of a burgage, lying in Saint John-street, in or near Wexford, in the county of Wexford, and also three-fourth parts of the town and lands of Mangan, in the county of Wexford, and one moiety of the town and lands of Ballylusky, Scraghmore, Ballynecullagh, and Tomcurry, in the county of Wexford aforesaid, and also one-third part of the town and lands of Ballyhany, D otherwise Ballintarny, Ballydonnagh, Ballynevocrane, Rylancemoore, Rylancebeg, otherwise Rylance, Castlekirk, and Killmashill, in the county of Wexford aforesaid, and one-sixth part of a third part of the town and lands of Rylanemore, Rylanebegg, otherwise Rylance, Castlekirk, and Kilmashill, in the county of Wexford aforesaid, and also the eleventh part of the said third part of the towns and lands of Rylanemore, Rylanebegg, otherwise Rylance, Castlekirk and Kil- E mashill aforesaid, in the county of Wexford aforesaid, and one yearly rent of £100 sterling issuing out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Mineglass, Shanballyherine, half, Kemnesnesperin, Ballindegane, and other lands in the barony of Scarrowwalsh, all lying and being in the county of Wexford, one chief rent of £40 sterling issuing out of the whole territory of the Duffery in the said county of Wexford, and also one other chief rent of £1 sterling F issuing out of Saint John-street, in the town of Wexford; also All That and Those two messuages in St. Bridget's, in Taghmon; also the rectories, parsonages, churches, chapels, and tythes of Ballyshelane, Kilbride, St. Bridget's, of Taghmon; Whitechurch, St. Michael's, near Wexford; St. Ivory's, in Wexford; Templecorran, St. Michael's, near Ballybrinane, Ballymitty, St. Andrew's, *alias* Ballyshelane, Dennispark, *alias* Glebeland and Thomasland, in or near Wexford; G two messuages and several acres of land, in the town of St. Bridget's, in Taghmon; the rectories and parish church of Chapple-Inch, St. John and St. Bridget's, in or near Wexford; the hospital and hospitals of St. John and St. Bridget's, in the said town of Wexford; and also the impropriation of Enniscorthy, Kilcanenane, otherwise Kilcannon, Cloghvarey, and Montreally, situate in the county of Wexford, together with all fairs, markets, waters, watercourses, H mountains, bogs, turbaries, commons, fishings, fisheries, courts leet and courts baron, and view of frankpledge, royalties, rights of presentation and advowson, members and appurtenances whatsoever to said towns, lands, tenements, rec-

APPENDIX No. 17.

Warrant of Attorney, dated 14th September, 1807.

tories, parishes, tithes, glebes, glebe lands, tenements, and hereditaments in any wise belonging or appertaining, situate in the county of Wexford aforesaid, which he claims and soforth.

COUNTY OF WEXFORD, to wit.

CÆSAR COLCLOUGH, Esquire, whom the aforesaid Peter Burrowes calls to warranty, puts in his place and stead William Finner and George Hill, gentlemen, his attornies, to act jointly and severally against the aforesaid James Charles Martin, in a plea of land, and soforth.

CÆSAR COLCLOUGH.

Taken and acknowledged before us, the 14th day of September, 1807, by virtue of his Majesty's commission to us and others directed, and hereunto annexed.

CARL TOUSCHER. [SEAL.]
PETER WEIGNER. [SEAL.]
LOUIS HAMBON. [SEAL.]

Warrant of attorney to suffer a recovery by Cæsar Colclough, Esquire, of the county of Wexford estates.

APPENDIX No. 18

Affidavit proving execution of Warrant.

APPENDIX No. 18.

COMMON PLEAS.

PETER BURROWES, Esq., Tenant;
JAMES CHARLES MARTIN, Esq., Defendant;
CÆSAR COLCLOUGH, Esq., Vouchee.

CARL TOUSCHER, of Allona, in the kingdom of Denmark, and for the last two years principally resident in Portsmouth, in that part of the United Kingdom of Great Britain and Ireland called England, but now residing at Sir John Rogerson's Quay, in the city of Dublin, gentleman, and Peter Weigner, formerly of Dronthein, in Norway, but for the last six years mate on board the ship called the "Maria Augusta," a constant trading vessel to and from the port of and now lying on the river Liffey, in said city of Dublin, two of the subscribing commissioners to the acknowledgment of the annexed warrants of attorney, for suffering a recovery in said court of certain towns, lands, tythes, tenements, hereditaments and premises, in the counties of Wexford and Carlow, therein mentioned, by Cæsar Colclough, Esq, came this day before me, and being duly sworn on the Holy Evangelists, severally say that they and each

Affidavit proving execution of Warrant.

of them were present at Vans, in the department de l'Ardeche, in the kingdom of France, on Monday, the 14th day of September, 1807, together with Louis Chambow, of Vans aforesaid, and Joseph Montet, mayor of said town of Vans, who are also subscribing commmissioners to the acknowledgment of the annexed warrants of attorney, by the said Cæsar Colclough ; and these deponents severally say that they and each of them saw the said Cæsar Colclough duly sign and acknowledge the said annexed warrants of attorney respectively in the presence of these deponents and of the said Louis Chambow and Joseph Montet ; and that the name Cæsar Colclough, signed and subscribed to said warrants respectively, are of the proper handwriting of the said Cæsar Colclough ; and that he, said Cæsar Colclough, was at the time of signing and acknowledging of the said annexed warrants of attorney of the full age of twenty-one years and upwards, and of sound and disposing mind, memory, and understanding ; and that he acknowledged the same freely and voluntarily, without any compulsion or restraint, in presence of these deponents and of said other two commissioners ; and these deponents severally say that they and each of them saw the said Louis Chambow and Joseph Montet, the said other two subscribing commissioners, respectively subscribe their respective names to the seals respectively affixed to their said names at the foot of said warrants respectively, and also saw the said Louis Chambow and Joseph Montet subscribe their names to the returns indorsed on the back of said commissions respectively ; and that the said Joseph Montet affixed his seal of office at the foot of said warrants, and on the back of the commissions respectively, in testimony of said warrants, and commissions having been acknowledged and executed in manner and form aforesaid ; and these deponents severally further say that the names Carl Touscher and Peter Weigner, subscribed to the seals affixed to their said names at foot of said warrants, and indorsed on said commission, are these deponents respective proper names, and their several and respective handwritings.

Sworn before me this 30th day of October, 1807.

NORBURY.

CARL TOUSCHER.
PETER WEIGNER.

APPENDIX No. 19.

Deed dated 2nd November, 1818. making tenant to the freehold.

This Indenture, made the 2nd day of November, in the year of our Lord 1818, between Cæsar Colclough, of Tintern Abbey, in the county of Wexford, Esquire, of the first part, Peter Burrowes, of Leeson-street, in the city Dublin, barrister-at-law, of the second part, and James Charles Martin, of Ely-place, in the said city of Dublin, gentleman, of the third part, witnesseth that for the docking and barring all estates tail, and all remainders and reversions

APPENDIX No. 19.

Deed dated 2nd November, 1818. making tenant to the freehold.

thereupon expectant and depending of, and in the lands, tenements, and hereditaments hereinafter granted and released, or mentioned or intended so to be, or any of them, or any part thereof, and for and in consideration of the sum of ten shillings sterling by the said Peter Burrowes to the said Cæsar Colclough in hand, paid at or before the enscaling and delivery of these presents (the receipt whereof is hereby acknowledged) he, the said Cæsar Colclough, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said Peter Burrowes (in his actual possession now being by virtue of a burgain and sale to him thereof, made by the said Cæsar Colclough, for the term of one whole year, by indenture bearing date the day next before the day of the date of these presents, in consideration of five shillings sterling to him the said Cæsar Colclough, paid by the said Peter Burrowes, and by force and virtue of the statute for transferring uses into possession), and to his heirs and assigns, All That and Those, the manor of Tyntern, *alias* Tintern, with the appurtenances, and the scite, circuit, ambite, and precint of the dissolved abbey, monastery, or religious house of Tyntern, otherwise Tintern, and the town and lands of Tintern, Castle-Isell otherwise Castle Ishel, Castlemorogho, otherwise Castleworkhouse, Newtown, Saltmills, Ballygarat, otherwise Ballygarrett, Cappaclonane, Gibstow, otherwise Gibstown, Kierans, otherwise Saint Kieran, Garryculleu, Tallow, otherwise Tullagh, otherwise Tallaght. Saint Leonard's, Ballyhackbegg, Carrowmore, otherwise Curraghmore, otherwise Currowmore, Milltown, Dunmaine, otherwise Dunmaine, Ballyfleming, Ballytrasney, otherwise Ballytarsney, Nashe, otherwise Nash, Garryduffe, Booley, otherwise Bowley, Yoaltown, otherwise Yoletown, Cheristown, Scartdown, otherwise Owenduffe, Tobernesson, Ganestown, Ballygarry, otherwise Ballygarvey, otherwise Ballygarvan, Clonagh, Kynnagh, otherwise Kienght, otherwise Keinght, Coylero, otherwise Cooleroe, Ballycallan, otherwise Ballycullane, Ballinrowan, otherwise Ballyroan, Duraght, otherwise Doraghty, Priestown, Brandon, otherwise Brandane, island of Banno, otherwise Bannow, and the watercourse and ferry of Banno, £2 sterling yearly rent issuing out of the lands of Baggarie and Stonehouse, one other yearly rent of £1 sterling issuing out of the villages and lands of Colebick and Ballywilliam, and one other yearly rent of five shillings sterling issuing out of the rectory church or chapel of Killag, in the county of Wexford aforesaid; and also All That and Those the rectories, tythes, and churches of the union of Tintern, Saint Keiran, otherwise Keiran, Saint Leonard's, Nash, Owenduffe, Dunmaine, otherwise Dunmeane, Columneane, otherwise Clonmeane, otherwise Clonmines and Arklow, Keigh, otherwise Kynnagh, otherwise Kineaghe, Banno, and the island of Banow, otherwise Banno; and also the great and small tythes of Tintern, Saint Keiran, otherwise Keiran, Saint Leonard's, Nash, Owenduffe, Dunmeane, Baylestown, Clonmines, Arklow, Kineagh, Bannow, and island of Bannow, Inch, Taylorstown, and of the town and lands of Tinnecarrig and Rathnageera, otherwise Rathanageerah, and all the tythes of the union of Tintern, in the said county of Wexford, and all the glebe and glebe lands contained therein; and also All That and Those, such part and proportion of the great and small tythes of the rectory, church, vicarage, and

A B C D E F G H

Deed dated 2nd November, 1818, making tenant to the freehold.

A parish of Saint Molins, otherwise Tagmolin, as is or are situate in the said county of Wexford, and all the tythes, great and small, issuing, growing, and payable out of the same; and also, all and every other the manor of Tintern, with its rights, parishes, tythes, members, and appurtenances thereunto belonging, and which was or is known and reputed to be part and parcel thereof, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons,
B fishings, fisheries, courts leet and courts baron, and view of frankpledge, royalties, rights of presentation and advowson, members, and appurtenances, whatsoever to the same belonging, or in anywise appertaining; and also, All That and Those the town and lands of Whelaghgaur, Tummona, otherwise Tummoney, Culneene, otherwise Cluneene, Duneene, Knocknemenill, otherwise Knocknemill, Curraghduffe, Tincurry, Glaslaskey, otherwise Glasslackin, otherwise Glasslaek,
C Clonbrien, otherwise Clonebrien, otherwise Cloneburn, Kill, otherwise Keile, Mandoran, Bowleylask, otherwise Ballylusk, Kemteige, Colenecarney, otherwise Colecarney and Ballynecoold, in the county of Wexford; also two parks of land, one garden, twenty-four burgages, and the fourth part of a burgage lying in said John-street, in or near Wexford, in the county of Wexford; and also three-fourth parts of the town and lands of Mangan, in the county of Wexford,
D and one moiety of the town and lands of Ballylaskey, Serahmore, otherwise Straghmore, Ballynecullagh, Ballynemananagh, Coolevane and Tomcurry, in the county of Wexford aforesaid; and also one-third part of the town and lands of Ballytrany, otherwise Ballytraney, Ballydorough, otherwise Booleydorogh, Ballynevoorane, otherwise Ballycreene, otherwise Ballynevoerane, Rylannecmore, Rylanecbegg, otherwise Ryland, Castlekirk and Kilmashill, in the county of
E Wexford aforesaid, and one-sixth part of a third part of the town and lands of Rylanneemore, Rylanebegg, otherwise Ryland, otherwise Rylanse, Rossard, Castlekirk and Kilmashill, in the county of Wexford aforesaid; and also the eleventh part of the said third part of the town and lands of Rylanemore, Rylanebegg, otherwise Ryland, otherwise Rylance, Castlekirk and Kilmashill aforesaid, in the county of Wexford aforesaid, and one yearly rent of £100
F sterling issuing out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Mine-Glass, Shanballyaughrim, half, Keinesperin, Ballydegane, and other lands in the barony of Scarawalsh, all lying and being in the county of Wexford, one chief rent of £40 sterling issuing out of the whole territory of the Duffrey, in the said county of Wexford, and also one other chief rent of £1 sterling issuing out of Saint John-street, in the town of Wexford; also All That
G and Those two messuages in Saint Bridgett's, in Taghmon, also the rectories, parsonages, churches, chappels, and tythes of Ballyshelane, otherwise Saint Andrew's, Kilbride, Saint Bridgett's of Taghmon, Whitechurch, Saint Michael's, near Wexford, Saint Ivory's, in Wexford, Tamplecorrin, Saint Michael's and Muchrath, near Ballybrinane, Ballymitty, Saint Andrews, *alias* Ballyshelane, Dennispark, *alias* Glebe Land and Thomas Land, *alias* Thom's Land, in or near
H Wexford, two messuages and several acres of land in Saint Bridget's of Taghmon, the rectories and parish church of Inch, otherwise Chapel Inch, Saint John and Saint Bridgett's, and Saint Mary's, in or near Wexford, the hospital and hospitals

APPEN DIX No. 19.

Deed dated 2nd November, 1818. making tenant to the freehold.

of Saint John and Saint Bridgett's, in the said town of Wexford, and also the impropriation of Enniscorthy, the chancel of Enniscorthy, Kilcanemane, otherwise Kilcannon, Cloughvarey and Montreally, situate in the county of Wexford, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts leet and courts baron, and view of frankpledge, royalties, rights of presentation and advowson, members, appendances, and appurtenances whatsoever to said towns, lands, tenements, rectories, parishes, tythes, glebes, glebe lands, tenements and hereditaments in anywise belonging or appertaining with their and each of their sub-denominations situate in the said county of Wexford aforesaid, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits thereof, and of every part thereof, and all the estate, right, title, interest, trust, property, claim and demand whatsoever of him the said Cæsar Colclough, party hereto of, in, or out of the same; and also All That and Those the rectory of the church of Saint Molins, otherwise, Tagmonlin, and all the tythes, great and small, issuing, growing and payable out of the parish of Saint Molins, and all the towns, tenements, hereditaments, and premises; as also all glebe and glebe lands contained therein, situate, lying, and being in the county of Catherlough, otherwise Carlow, together with all rights of presentation and advowson, and all other rights, members, appurtenances and benefit to said rectory, church, tythes, and glebe belonging or appertaining, and the reversion and reversions, remainder and remainders, yearly and other rents and profits thereof, and all the estate, right, title, and interest whatsoever of him the said Cæsar Colclough, of, in, or to the same and every part thereof, to have and to hold all and singular the said manors, towns, lands, tenements, parishes, impropriations, tythes, glebes and glebe lands, rights, members, and hereditaments and premises aforesaid, and every part of them, with their appurtenances, unto the said Peter Burrowes, his heirs and assigns, for and during the natural life of the said Cæsar Colclough, to his and their own use and benefit, to the intent and purpose that the said Peter Burrowes may, by virtue of these presents, become perfect tenant of the freehold of all said manors, towns, lands, tenements, parishes, impropriations, tythes, glebes, and glebe-lands, rights, members, hereditaments, and premises, to the end that two or more good and perfect common recoveries may be thereof had and suffered in such manner as is therein mentioned, for which purpose it is hereby declared and agreed that it shall and may be lawful to and for the said James Charles Martin, at the costs and charges of the said Cæsar Colclough, before the end of the ensuing Michaelmas Term, to sue forth and prosecute out of his Majesty's High Court of Chancery in Ireland, two or more writs of entry, *sur disseisin en le post*, returnable before his Majesty's Justices of the Court of Common Pleas at Dublin, thereby demanding, by proper and sufficient names and descriptions, all and every the manors, towns, lands, tenements, parishes, impropriations, tythes, glebes, and glebe-lands, rights, members, hereditaments, and premises aforesaid, against the said Peter Burrowes, to which said writs of entry he, the said Peter Burrowes, should appear gratis, either in his own proper person or by his attorney, thereto lawfully authorised, and enter into the warranty, and vouch over the common vouchee of the same

A B C D E F G H

court, who shall also appear, and after imparlance, shall make default, so as judgment shall and may be thereupon had and given for the said James Charles Martin, to recover all and singular the manors, towns, lands, tenements, parishes, impropriations, tythes, glebes, and glebe-lands, rights, members, hereditaments, and premises aforesaid, and every part and parcel thereof, against the said Cæsar Colclough, for him to recover in value against the common vouchee, and that execution shall and may be thereupon awarded and had accordingly, and all and every act and acts, thing and things, done and executed, needful and requisite for the suffering and perfecting of such common recoveries, with vouchees as aforesaid ; and it is hereby further declared and agreed, by and between all the parties to these presents, that immediately from and after the suffering and perfecting of said two common recoveries as aforesaid, or in any other manner, or at any other time or times, suffered or to be suffered as well by these presents, and the assurance hereby made, and also all and every other recovery or recoveries, fine or fines, conveyances and assurances, in the law whatsoever heretofore had, made, suffered, or executed, shall be and enure, and shall be adjudged, deemed, construed, and taken, and so are, and were meant, and intended to be and enure, and the recoveror or recoverors in said recoveries named, or to be named, shall stand, and be seized, and possessed of the said manors, towns, lands, tenements, parishes, impropriations, tythes, glebes, glebe-lands, hereditaments, and premises aforesaid, and every part and parcel thereof, with the rights, members, and appurtenances thereunto belonging, or in anywise appertaining to the use, benefit, and behoof of the said Cæsar Colclough, party hereto, his heirs and assigns, for ever. In witness whereof the parties aforesaid have hereunto put their hands and affixed their seals, the day and year first in these presents written.

CÆSAR COLCLOUGH [Seal].
PETER BURROWES [Seal].
JAMES CHAS. MARTIN [Seal].

Signed, sealed, and delivered in the presence of } ROB. REEVES. BERNARD LYNCH.

Received from the within Peter Burrowes the sum of ten shillings sterling, being the consideration money in the within deed mentioned to be paid by him to me. } £0 10 0

Dated this 2nd day of November, 1818. CÆSAR COLCLOUGH.

ROB. REEVES.

BERNARD LYNCH.

BE IT REMEMBERED, that on the 27th day of November, 1818, the within-named Cæsar Colclough came before me, the Right Hon. John Lord Norbury, Chief Justice of his Majesty's Court of Common Pleas in Ireland, and acknowledged the within deed, therefore let the same be enrolled.

NORBURY.

Enrolled in the prothonotary's office of his Majesty's Court of Common Pleas in Ireland, in Michaelmas Term, 1818.

RICHARD HILL.

Exemplification of recovery suffered by Cæsar Colclough.

APPENDIX No. 20.

George the Third, by the grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and soforth, to all to whom these our present letters shall come, greeting,—Know ye that among the pleas of land enrolled at the Kings Courts, before Lord John Norbury and his Brethren, our Justices of our Common Bench of Ireland, of Michaelmas Term, in the fifty-ninth year of our reign, it is thus contained: County of Wexford, to wit. James Charles Martin, of the city of Dublin, gentleman, personally demands against Peter Burrowes, of Leeson-street, in the said city, barrister-at-law, All That and Those the Manor of Tyntern, *alias* Tintern, with the appurtenances, and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tynterne, *alias* Tintern, and also 20 castles, 1,000 messuages, 1,000 cottages, and 1,000 gardens, 1,000 orchards, 60 mills, 60 pigeon-houses, 3,000 acres of arable land, 2,000 acres of pasture, 2,000 acres of meadow, 1,000 acres of bog, 1,000 acres of mountain, 500 acres of wood, 500 acres of furze and heath ground, in All That and Those the manor of Tynterne, *alias* Tintern, with the appurtenances, and the scite, circuit, ambite, and precinct of the dissolved abbey, monastery, or religious house of Tynterne, otherwise Tintern, and the towns and lands of Tintern, Castle-Isell, otherwise Castle-Ishel, Castlemorogho, otherwise Castleworkhouse, Newtown, Salt Mills, Ballygarat, otherwise Ballygarrot, Cappaclonane, Gibstow, otherwise Gibstown, Keirans, otherwise St. Keiran, Garryculleu, Tallowe, otherwise Tallagh, otherwise Tallaght, St. Leonard's, Ballyhackbegg, Carrowmore, otherwise Curraghmore, otherwise Currowmore, Milltown, Dumnane, otherwise Dumnaine, Ballyfleming, Ballytrasney, otherwise Ballytarsney, Nashe, otherwise Nash, Garryduff, and Booley, otherwise Bowley, Yoaltown, otherwise Yoletown, Cheristown, Scartdown, otherwise Owenduffe, Tobernessan, Ganestown, Ballygarry, otherwise Ballygarvey, otherwise Ballygarvan, Clonagh, Kynnagh, otherwise Keinght, otherwise Keinagh, Coyleo, otherwise Cooleroe, Ballycallan, otherwise Ballyeullane, Ballinrowan, otherwise Ballyroan, Duraght, otherwise Doraghty, Priestown, Brandon, otherwise Brandane, Island of Banno, otherwise Bannow, and the watercourse and ferry of Banno, £2 sterling yearly rent issuing out of the lands of Baggarie and Stonehouse, one other yearly rent of £1 sterling, issuing out of the lands and villages of Colebick and Ballywilliam, and other yearly rent of five shillings sterling issuing out of the rectory church or chapel of Killag, in the county of Wexford aforesaid; and also All That and Those the rectories, tithes, and churches of the union of Tintern, St. Keiran, otherwise Keiran, St. Leonard's, Nash, Owenduff, Dumnaine, otherwise Dunmeane, Colimneane, otherwise Cloumeane, otherwise Clonmines and Arklow, Kiegh, otherwise Kynnagh, otherwise Kineaghe, Banno, and the Island of Bannow, otherwise Banno, and also the great and small tythes of Tintern, St.

A Keiran, otherwise Keiran, St. Leonards, Nash, Owenduff, Dunmain, Baylestown, Clonmines, Arklow, Kincagh, Bannow, and Island of Bannow, Inch, Taylorstown, and of the town and lands of Tinecarrig and Rathaageera, otherwise Rathanageerah, and all the tythes of the union of Tintern, in the said county of Wexford, and all glebe and glebe lands contained therein; and also All That and Those such part and proportion of the great and small tythes of the rectory, B church, vicarage, and parish of St. Molins, otherwise Taghmolin, as is or are situate in the said county of Wexford, and all the tythes great and small issuing and growing and payable out of same, and all and every other the manor of Tintern, with its rights, parishes, tythes, members, and appurtenances thereunto belonging, and which was and is known and reputed to be part and parcel thereof, together with all fairs, markets, waters, watercourses, mountains, bogs, C turbaries, commons, fishings, fisheries, courts baron and lete, and view of frankpledge, royalties, rights and presentation and advowson, members and appurtenances whatsoever to the same belonging or in any wise appertaining; and also All that and Those the town and lands of Whelaghgaur, Tunmona, otherwise Tunmoney, Culneane, otherwise Cluneene, Duneane, Knocknemenill, otherwise Knocknemill, Curraghduffe, Tincurry, Glaslaskey, otherwise Glasslackin, D otherwise Glasslacke, Clonbrien, otherwise Clonebrien, otherwise Cloneburn, Kill, otherwise Keile, Mandoran, Bowleylask, otherwise Ballylusk, Keinteige, Colenecarney, otherwise Colecarney and Ballynecoola, in the county of Wexford, also two parks of lands, one garden, twenty-four burgages, and the fourth part of burgage, lying in St. John's-street, in or near Wexford, in the county of Wexford; and also three-fourth parts of the town and lands of Mangan, in the E county of Wexford, and one moiety of the town and lands of Ballyluskey, Scraghmore, otherwise Straghmore, Ballyneculagh, Ballynemananagh, Coolevane, and Tomcurry, in the county of Wexford aforesaid; and also one-third part of the town and lands of Ballytranny, otherwise Ballytarney, Ballydorough, otherwise Booleydorrogh, Ballynevoorane, otherwise Ballycreeve, otherwise Ballynevoocrane, Rylanemore, Rylanebegg, otherwise Ryland, Castlekirk, F and Killmashill, in the county of Wexford afore-aid, and one-sixth part of a third part of the town and lands of Rylanemore, Rylanebegg, otherwise Ryland, otherwise Rylance, Rossard, Castlekirk, and Kilmashill, in the county of Wexford aforesaid, and also the eleventh part of the said third part of the town and lands of Rylanemore, Rylanebegg, otherwise Ryland, otherwise Rylance, Castlekirk, and Kilmashill aforesaid, in the county of Wexford aforesaid, and one yearly G rent of £100 sterling, issuing out of the lands of Moynart, otherwise Minart, Ballybranish, Corgrage, Mineglass, Shanballyaughrim, halt Keinesperin, Ballydogane, and other lands in the barony of Scarawalsh, all lying and being in the county of Wexford, one chief rent of £40 sterling, issuing out of the whole territory of the Duffrey, in the said county of Wexford, and also one other chief rent of £1 sterling, issuing out of St. John-street, in the town of Wexford; also H All That and Those two messuages in St. Bridget's, in Taghmon; also the rectories, parsonages, churches, chapels, and tythes of Ballyshelane, otherwise St. Andrew's, Kilbride, St. Bridget's of Taghmon, Whitechurch, St. Michael's, near

APPENDIX No. 20.

Exemplification of recovery suffered by Cæsar Colclough.

Wexford, St. Ivory's, in Wexford, Tampelcorrin, St. Michael's, and Muchrath, near Ballybrinane, Ballymitty, St. Andrew's, *alias* Ballyshelane, Dennispark, *alias* Glebeland, and Thomas Land, *alias* Thom's Land, in or near Wexford, two messuages, and several acres of land in St. Bridget's of Taghmon, the rectories and parish church of Inch, otherwise Chapple Inch, St. John, and St Bridgett's, and St. Mary's, in or near Wexford, the hospital and hospitals of St. John and St. Bridgett's, in the said town of Wexford, and also the impropriation of Enniscorthy, the chancel of Enniscorthy, Kilcanenane, otherwise Kilcanna, Cloughvarey, and Montreally, situate in the county of Wexford, together with all fairs, markets, waters, watercourses, mountains, bogs, turbaries, commons, fishings, fisheries, courts leet, and courts baron, and view of frankpledge, royalties, rights of presentation and advowson, members, appendances, and appurtenances whatsoever, to said towns, lands, tenements, rectories, parishes, tithes, glebes, glebe-lands, tenements, and hereditaments, in anywise belonging or appertaining, with their and each of their sub-denominations, situate in the county of Wexford aforesaid, as his right and inheritance, and into which the said Peter hath not entry, until after the *disseizen* which Hugh Blake thereof unjustly and without judgment made to the said James, within twenty years now last past, and whereupon he says that he was seized of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, lands and tenements, with the appurtenances in his demesne, as of fee and right, and of the said right of presentation and advowson, as of fee and right in the time of peace, in the time of the present Lord the King, by taking the profits thereof to the value, and soforth, and wherein, and soforth, and therefore he brings his suit, and soforth, and the said Peter personally comes and defends his right, when, and soforth, and thereupon calls to warranty Cæsar Colclough, of Tintern Abbey, in the county of Wexford, Esq., who is personally present here in court, and freely warrants the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, right of presentation and advowson, lands and tenements, with the appurtenances, to him, and soforth, and hereupon the said James demands against the said Cæsar, tenant by his warranty, the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, rights of presentation and advowson, lands, and tenements, with the appurtenances, in form aforesaid, and soforth, and whereupon he says that he was seized of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, lands, and tenements, with the appurtenances in his demesne, as of fee and right, and of the said right of presentation and advowson, as of fee and right, in the time of peace, in the time of the present Lord the King, by taking the profits thereof to the value, and soforth, and wherein, and soforth, and therefore he brings his suit, and soforth, and the said Cæsar, tenant by his warranty, defends his right, when, and soforth, and thereupon further calls to warranty James Johnston, who is likewise personally present here in court, and freely warrants the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, rights of presentation and advowson, lands and tenements, with the appurtenances, to him, and soforth, and hereupon the said James Martin

A demands against the said James Johnston, tenant by his warranty, the said manors, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, rights of presentation and advowson, lands and tenements, with the appurtenances in form aforesaid, and soforth, and whereupon he says that he was seized of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, lands, and tenements, with the appurtenances, in his demesne, as of fee and right, B and of the said right of presentation and advowson, as of fee and right in the time of peace, in the time of the present lord the king, by taking the profits thereof, to the value and soforth, and wherein and soforth, and therefore he brings his suit and soforth; and the said James Johnston, tenant by his warranty, defends his right, when and soforth, and says that the said Hugh did not *disseize* the said James Martin of the said manor, castles, rents, tythes, fairs, C markets, parks, moiety, royalties, rectories, right of presentation and advowson, lands and tenements, with the appurtenances, as the said James Martin, by his said writ and declaration, doth above suppose, and of this he puts himself upon the country and soforth; and the said James Martin prays leave to impart, and he hath it and soforth, and afterwards the said James Martin came again per- D sonally here into court in this said term, and the said James Johnston, though solemnly required, came not again, but departed in contempt of the court, and made default. Therefore it is considered that the said James Martin do recover against the said Peter full seizen of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, right of presentation and advowson, lands and tenements, with the appurtenances, and that the said Peter have of E the land of the said Cæsar to the value and soforth, and that the said Cæsar further have of the land of the said James Johnston to the value and soforth, and the said James Johnston in mercy and soforth; and hereupon the said James Martin prays a writ of the lord the king, to be directed to the sheriff of the county of Wexford aforesaid, to cause full seizen of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, right of pre- F sentation and advowson, lands and tenements, with the appurtenances, to be delivered to him, and it is granted to him returnable here on the octave of St. Hilary, at which day came here the said James Martin personally; and the sheriff, namely, John Richards, Esq., now returns that he, by virtue of the said writ to him on the 24th day of December last past, caused full seizen of the said manor, castles, rents, tythes, fairs, markets, parks, moiety, royalties, rectories, G right of presentation and advowson, lands and tenements, with the appurtenances, to be delivered to him, as by the said writ he was commanded, all and singular, which premises, at the request of the said James Martin, by the tenor of these presents, we have commanded to be exemplified. In testimony whereof we have caused our our seal appointed for sealing writs in our said bench to be hereunto affixed. Witness, JOHN LORD NORBURY, at the King's Courts, the H 12th day of February, in the 59th year of of our reign.

NORBURY.

NORTHLAND, and V. KNOX.

APPENDIX, No. 21.

Will of Chief Justice Cæsar Colclough, dated 2nd September, 1806.

I, Cæsar Colclough, late of Duffrey Hall, in the county of Wexford, Esquire, but now Chief Justice or Prince Edward's Island, in the Gulph of St. Lawrence, do make this my last will and testament. I give and bequeath unto my dearly beloved *brother*, Sarsfield Colclough, Esquire, to my worthy kinsman, John Colclough, Esquire, and my excellent friend, Charles O'Hara, Esquire, and the survivor of them, all and singular my estates, real and personal, in the most comprehensive sense of the Lord, with all estates, reversions or other properties which may hereafter accrue to me of what nature soever, in trust, for the benefit of my dearly *beloved wife, Susan Leach*, otherwise Colclough (but for whose care and attention I should not now be in existence), and of my children by her, if we should have any, in the manner following, that is to say, to raise a jointure of two hundred pounds a year for her, if my property will so allow it, and if not, to the utmost extent my executors, the above named Sarsfield Colclough, John Colclough, and Charles O'Hara, shall think fit, regard being had to the maintenance and support and education of my children for and during her natural life, and then to descend to my children in tail male, or if I have no male issue, to be equally divided between my female issue by the said Susan; but in case she should die without issue, then to be equally divided between my *brothers*, the Reverend Dudley Colclough, and my brother, Sarsfield Colclough, share and share alike; and if by chance the estates of my ancestors should devolve to me, which I do not expect, my will is that the said Susan shall enjoy during her life the annual sum of six hundred pounds, and that the estate shall descend in tail male, reserving for the younger children, if not exceeding two, the sum of seven thousand pounds, and if more, the sum of ten thousand; and my further will is, if I should die without issue, that the whole of the estate of my ancestors shall descend to the Reverend Dudley Colclough, he paying thereout to my brother, Sarsfield Colclough, the clear and ascertained value of the one-half thereof; or should he object to this mode, then unto my brother Sarsfield, he paying Dudley in the same manner; and also to Alice Masterson, otherwise Gainford, my reputed daughter, the sum of one hundred pounds, and the same to be paid to her by my brother Dudley.

Signed, published, and declared as and for my last will and testament, this Second day of September, 1806 six.

Eliza McShane.
Garret Byrne.
Thomas McKane.

Cæsar Colclough.

APPENDIX, No 22.

Second will of Chief Justice Cæsar Colclough (unexecuted, and not dated, but written prior to 1813, and most probably after 1809, and before 1811).

In the name of God, I, Cæsar Colclough, late of Duffrey Hall, in the county of Wexford, and of the city of Dublin, Esquire, barrister-at-law, but now Chief Justice of Prince Edward Island, in North America, being of sound and disposing mind, and, considering from recent events, the uncertainty of human life, do make and publish this as my last will and testament, hereby revoking all former wills by me heretofore made. Should it please the Almighty *that I am, or shall be, entitled to the estate of my ancestors*, by the death or any other act of my kinsman and namesake, Cæsar Colclough, son to the late Sir Vesey Colclough, in France, then my will is that my eldest son shall inherit the entire of the estate, and, in the fullest extent of the word, paying to each of my younger children, at their arriving at the age of 21 years, or on the day of their marriage, whichever shall first happen, the sum of £5000 each, with benefit of survivorship, share and share alike, in case of the death of any of the younger children, and should the eldest son die, then to the second and every under the same terms as to the eldest; but should I die without issue male, as I do not think I have a right to bequeath the estate of my ancestors out of the family, I bequeath all my real estate to *my brothers*, the Rev. Dudley Colclough and Sarsfield Colclough, share and share alike; and my further will is that, as my *brother, Dudley, is my heir-at-law*, he shall have his option of having the whole estate, paying to Sarsfield, for his share thereof, the full valuation, to be made by three respectable gentlemen, no way connected with either of them; and my further will is, that should the estate, for want of males, descend to my brothers, it is to be subject to the sum of £20,000 to *my dear daughter, Louisa Ponsonby Colclough*, should she be my only child; and should I leave two daughters, then the sum of £12,000 to the said Louisa, and 8,000 to the second; if three daughters, then 8,000 to Louisa and £6,000 to each of the others, and should there be more, then in such proportion as before mentioned; my further will is that, let the estate go to whom it may, it shall be subject to an annuity, payable out of the entire estate, of the sum of £700 a-year, to my dearly-beloved wife, Susan Colclough, during her natural life, the first half-year's annuity to be paid in advance, and in consequence of her tenderness and love of me in many severe illnesses, my further will is, that she may have power at her death to charge the said estate with the sum of £1,500, to be disposed as she may think proper at her death. But should it so happen that I have only the remnant of my father's property, my will then is, that should I have a son, he shall inherit that little estate, paying to the younger children such a proportion as the property shall be able to allow of, at the valuation of three respectable gentlemen,

APPENDIX, No. 22.
2nd Will of Chief Justice.

my dear wife to have a life use of half the property of which I may be possessed, and my daughter, Louisa, to have somewhat more than any other of the younger children, in the same proportion as on the other side.

Signed, sealed, published and declared as and for my last will and testament, in the presence

---

APPENDIX, No. 23.
3rd Will of Chief Justice.
17th November, 1818.

APPENDIX, No. 23.

Third and last will of Chief Justice Cæsar Colclough, dated 17th November, 1818. Proved in London by his *Widow*, on 16th August, 1822, and in diocese of Ferns by same, on 11th January, 1823.

In the name of God, amen. I Cæsar Colclough, formerly of Duffrey Hall, in the county of Wexford, and of the city of Dublin, Esquire, since that time His Majesty's Chief Justice of Prince Edward Island, in the Gulph of St. Lawrence, and late of the Island of Newfoundland in the Atlantic Ocean, but now private citizen of Versailles, in the kingdom of France, Esquire, do make this my last will and testament in the words and figures following, and knowing the uncertainty of life, and being convinced I have not long to live, having been for those some years past in a most dangerous situation, and being, I verily believe, kept alive through the great skill of Doctor Asplin, through the mercy of God, and being minded to have my affairs with which he has been pleased to bless me as easily understood as in my power, do make and appoint this my last will and testament, hereby revoking, making null and void all former wills by me made heretofore, signed, sealed, published, and declared as such, and they are hereby revoked accordingly. Imprimis, I give my soul to God, who, I humbly trust, through the merits of our Blessed Saviour, will out of His goodness and mercy receive it. I acknowledge and confess I have been a great sinner, but I humbly hope I have never been actually guilty of any unpardonable offence, which through His infinite goodness and mercy He may not overlook. I give my body to the earth, to be privately interred in the nearest and most convenient burying ground, without any ostentation or memorial of me. Secondly, I give and bequeath unto my dearly beloved wife, heretofore Susannah Leach, but now Susannah Colclough, and my two *daughters*, Louisa Ponsonby Colclough, and *Mary Grey Wentworth Colclough*, *two as good children* as can anywhere be met with, all my personal estates, real and personal of which I am at present possessed of, or hereafter may be so in any wise or manner

whatsoever, to be by them enjoyed, share and share alike, the children to remain with their mother, and to behave dutiful, loving, and affectionate to her, and to allow her for their maintenance and education such a sum out of their proportion of the property as shall be just and fair compensation, which I would recommend them and her to have settled by Mr. Hart of London, so that there can be no dispute or ground of difference between them, *my beloved wife* to have the entire of the property in her charge and care until the children arrive at the age of twenty-one years, or are disposed of in marriage; and as I an enemy to any restrictions in marriage, and at the same consider it as a duty that children should not enter into such a state without the consent of their parents, I advise my dearly beloved children not to do so, and advise *my wife* not be arbitrary or peremptory with them, but to consult her best friend, Mr. Hart, on the occasion, and I hereby empower *my dear wife* out of whatever may become over the sum allowed for their maintenance and education, at her demise to bequeath a sum, not exceeding four hundred pounds sterling, to whomsoever she may choose; and should their not be a saving out of the income, then may leave it chargeable on the estate. I leave her under no further restrictions. I hope and think there will be nothing due on the estate when we have settled with the Newfoundland creditors, except to Mr. Doyle; and *my dear wife* will be as anxious to have that paid as I shall be, for he was a kind friend to us when we were in need of him. Legacies, as presents, I am unable to leave to no one, *but I should like to give some little memorial to John Thorpe, and Sarah, his wife*, as a mark of my gratitude for his *and her faithful services.* As there is a *possibility of my having a large property and the family estate* for my life only, in that case it will be possible I may have occasion to make addition and alterations in this paper, which shall remain in its present state until that period arrives, or it has passed by.

Sarah Thorpe is living, and will be produced as a witness to prove that she was hired as a servant by Chief Justice and Mrs. Colclough in London in 1805, and proceeded with them to Prince Edward's Island.

CÆSAR COLCLOUGH. [Seal.]

Signed, sealed, published, and declared as for my last will and testament, this Seventeenth day of November, in the year of our Lord one thousand eight hundred and eighteen. Witnessed at the same time by the witnesses hereunto annexed in my presence, and in the presence of each other.

SAMUEL MOORE.
FRANCIS MOORE.
THOMAS NESBITT.

Administration, with Will annexed, granted forth of Diocesan Court of Canterbury, to *Widow*, 16th August, 1822.

CHARLES, by Divine Providence Archbishop of Canterbury, Primate of all England, and Metropolitan, to our well beloved in Christ, Susannah Colclough, *Widow*, the relict, and one of the universal legatees named in the will of Cæsar Colclough, formerly Chief Justice of the Island of Newfoundland, but late of Versailles, in the kingdom of France, Esquire, deceased, greeting.

Sworn under £100 within the province of Canterbury.—J. C.

APPENDIX, No. 23.

3rd Will of Chief Justice.

17th November, 1818.

Whereas the said Cæsar Colclough, having, whilst living, and at the time of his death, goods, chattels, or credits in divers dioceses or jurisdictions, did (as is alleged) in his lifetime rightly make his last will and testament (hereunto annexed), and did not therein name any executor. And we being desirous that the said goods, chattels, and credits may be well and faithfully administered, applied and disposed of according to law, do therefore by these presents grant full power and authrity to you, in whose fidelity we confide, to administer and faithfully dispose of the said goods, chattels, and credits, according to the tenor and effect of the said will - and first, to pay the debts of the said deceased which he did owe at the time of his death, and afterwards the legacies contained and specified in the said will, so far as such goods, chattels, and credits will thereto extend and the law requires : you having been already sworn well and faithfully to administer the same, and to make a true perfect inventory of all and singular the said goods, chattels, and credits, and to exhibit the same into the Registry of our Prerogative Court of Canterbury, on or before the last day of February next ensuing ; and also to render a just and true account thereof. And we do by these presents ordain, depute, and constitute you administratrix of all and singular the goods, chattels, and credits of the said deceased (with the said will annexed) Given at London, the 16th day of August, in the year of our Lord 1822, and in the 18th year of our translation.

NATHANIEL GORDING,
R. C. CRESSWELL,
GEO. PINNER,
} Deputy Registrars.

[Seal.]

Irish administration.

Administration, with Will annexed, granted to *Widow*, forth of Diocesan Court of Ferns, 11th January, 1823.

By the tenor of these presents, We, THOMAS, by Divine permission Lord Bishop of Ferns and Leighlin, and Chamberlain, William Walker, Esquire, LL.D., Vicar General, Official Principal Commissary, and Chancellor in and throughout the whole diocese of Ferns, lawfully constituted and established, do make known unto all men that the last will and testament (hereunto annexed) of Cæsar Colclough, Esquire, formerly Chief Justice of Newfoundland, and late of Versailles, in France, by an attested copy thereof from the Prerogative Court of Canterbury, in England, was proved and approved in common form of law, and the validity thereof decreed for, and registered in the said court on the 11th day of January, in the year of our Lord 1823, and that the burthen of the execution thereof and administration of all and singular the goods, rights, and chattels of the said deceased were and are granted by these presents, by the Reverend Richard Waddy Elgee, Surrogate of Ferns, to *Susanna Colclough, the widow and relict* of deceased, and also a principal legatee named in said will, she

being first sworn on the Holy Evangelists, well and faithfully to administer and dispose of all and singular the goods, rights, credits, and chattels of the said deceased; and to perform the said will, and to pay the debts and legacies of the said deceased; as also to make a full, true, and perfect inventory of all and singular the goods, rights, credits, and chattels of the said deceased, and to exhibit the same into the Registry of the diocese of Ferns on or before the last day of July next ensuing; and also to render a true, full, and perfect account thereof unto the said court, when she shall be thereunto lawfully required (saving the rights of every person). In faith and testimony whereof We have caused the Consistorial Seal of Ferns to be affixed to these presents. Dated the day and year above written, and we do hereby appoint and constitute her administratrix with the said will annexed.

THOMAS BRIDSON, Registrar.

[Seal.]

RICHARD WADDY ELGEE,
Surrogate of Ferns.

APPENDIX, No. 24.

Exhibit "A. A." proved by Theophilus Stewart, Esq., on his examination before the Master of the Court.

NOTE.—This exhibit, and the following exhibits marked respectively BB, CC, DD, EE, FF, GG, HH, and II, were proved by Mr. Stewart on his said examination.

Colclough.—Louisa Ponsonby, daughter of the Honorable Cæsar Colclough, Chief Justice of Prince Edward Island, and of *Susannah Leach, his wife*, born 13th July, 1809, baptized 27th October, 1809.
THEOPHILUS DESBRISSAY, Rector.

1811. Colclough.—Mary Grey Wentworth, daughter of the Honorable Chief Justice Colclough, and *of Susannah Leach, his wife*, born 9th July, 1811, baptized 27th October, 1811.
THEOPHILUS DESBRISSAY, Rector.

I, David FitzGerald, rector of St. Paul's church, Charlotte Town, in the parish of Charlotte, in Prince Edward Island, do hereby certify that the above and foregoing writing is a true and correct copy of entries in the public

APPENDIX, No. 24.
Registry of baptism.

register book of births and baptisms for Charlotte parish, in the said island, kept, according to law, for the registry of births and baptisms in the said parish, and now in my possession and keeping, and that Theophilus Desbrissay, above named, appears from the said book of registry to have been, during the years 1809 and 1811, and for many years previously and subsequently, rector of the said parish and keeper of the said register book, and that his signature in such capacity appears to the entries therein contained. A B

Dated at Charlotte Town, Charlotte parish, P. E. Island, this 13th day of February, 1863

D. FitzGerald, A.B., T.C.D.,
Rector of St. Paul's.

Prince Edward Island, Charlotte Town, To wit.

I, Charles Palmer, of Charlotte Town, in Prince Edward Island, notary C public, duly admitted and sworn, residing and practising at Charlotte Town, aforesaid, do hereby certify that I am well acquainted with the Rev. David FitzGerald, whose name is subscribed to the certificate on the other side hereof written; and I do further certify that the said David FitzGerald is rector of St. Paul's, in the parish of Charlotte, in the said Island, lawfully constituted and D inducted, and as such rector is the proper custodier and keeper of the public book or record of births and baptisms in and for the said parish, and that the said signature, "D. Fitzgerald, A.B., T.C.D., Rector of St. Paul's," subscribed to the foregoing certificate within written, is the proper signature and handwriting of the said David FitzGerald, in his said official capacity, and that he signed the name in my presence; and I do do hereby further certify, that I have examined E the said public book of registry in which the two extracts or entries above mentioned verified by the said David FitzGerald's official certificate are made, and that the said registry book is the lawful public book of registry of births and baptisms belonging to the said church of St. Paul's, in the parish of Charlotte, in the said island, kept according to law, and containing other entries or records of births and baptisms in the said parish from the year 1777 to the year F 1826 (and thence continued subsequently in other books of registry down to the present time), and that the several entries in the said book of registry made by the said Theophilus Desbrissay are subscribed by him in his official capacity; and I do hereby further certify that I have carefully examined the said book of registry of births and baptisms previously to, during, between, and subsequently to the said years 1809 and 1811, and that the signature "Theophilus Desbrissay, G Rector," to the said two several entries of which the preceding extracts are true copies respectively, is each the signature of the Rev. Theophilus Desbrissay, who was such rector during the said years 1809 and 1811, as appears to me by comparison of the said signature to the said two entries with other signatures made by the said Rev. Theophilus Desbrissay, in his said capacity in the same book; and I do hereby further certify, that by the laws of this island, the said original H entries in the said book of registry of births and baptisms, or copies thereof proved to be examined, or copies purporting to be signed and certified as true

A copies by the officer to whose custody the originals are intrusted, are admissible in evidence in any court of justice in this island, or before any person having by law authority to hear, receive, and examine evidence.

In faith and testimony whereof I, the said notary, have hereunto my hand and seal of office subscribed and affixed at Charlotte Town aforesaid,
B this 14th day of February, A. D. 1863.

CHAS. PALMER, Not. Pub.
Ch. Town, P. E. Island.

Prince Edward Island.

By his Excellency George Dundas, Esq., Lieutenant-General and
C Commander-in-Chief in and over the said island, Chancellor, Vice-Admiral, and Ordinary of the same, &c., &c.,
(Seal) &c.

I do hereby certify that Charles Palmer, of Charlotte Town, Prince Edward Island, is a notary public in and for the said island, of good name,
D integrity, and reputation, lawfully constituted and duly admitted, and sworn and residing, and practising at Charlotte Town aforesaid; and I do hereby further certify that the signature, "Chas. Palmer, Not. Pub., Ch. Town, P. E. Island," subscribed to the foregoing notarial certificate, is of the proper handwriting of the said Charles Palmer, and that full faith and credit are due, and ought to be given thereto, and to all other his acts and attestations in his capacity
E aforesaid.

Given under my hand and seal at Arms, at Charlotte Town, in the island aforesaid, this 14th day of February, A. D., 1863.

GEORGE DUNDAS, Lt.-Gr.

F EXHIBIT "B. B."

NOTE.—This exhibit is a photograph of the entry in the Registry book, and it and the following exhibit, which is also a photograph, were proved by Mr. Steward on his examination :— Photograph of Registry Book.

His wife, born 23rd November, baptised 1st April, 1810.

G **Poppergh**—Louisa, daughter of William Poppergh, jun., and Mary Browne, his wife, born 31st December, 1809, baptised 30th March, 1810.

Colclough—Louisa Ponsonby, daughter of the Hon. Cæsar Colclough, Chief Justice of Prince Edward's Island, and of Susannah Leach, his
H wife, born 13th July, 1809, baptised 27th October, 1809.

THEOPHILUS DESBRISSAY, Rector.

APPENDIX, No. 24.

1811. EXHIBIT "C. C."

Photograph of Registry Book.

Colclough—Mary Grey Wentworth, daughter of the Hon. Chief Justice Colclough, and of Susannah Leach, his wife, born 9th July, 1811, baptised 27th October, 1811. A

Nelson—Eliza, daughter of Mr. John Nelson, and of Hannah Hill, his wife, born 13th June, 1811, baptised 5th April, 1812. B

Warren—Maria Jane Nelson, daughter of Mr. Willlam Warren, and of Anne Robinson, his wife, born 26th June, 1811, baptised 16th February, 1812.

MacLocklin—Margaret, daughter of Donald MacLocklin, and of Mary Cameron, his wife, born 23rd May, 1811, baptised 14th June, following. C

Snelgrove—John, son of William Phillman, and of Maria Snelgrove, his wife, born and baptised 1st January, 1811.

Snelgrove—James, son of John Bass, and of Margaret Dickson, his wife, born 5th March, 1811, baptised 24th same month. D

Hayden—Maria, daughter of Alexander Hayden, and of Jane Hitchcock, his wife, born 11th October, 1811, baptised 6th January, 1812.

George, son of John Rodd, and of Elizabeth Shaw, his wife, born 12th December, 1811, baptised 24th December in same month and year. E

Robertson—Clementina Maria, daughter of Joseph Robinson, and of Phœbe Foy, his wife, born 16th September, 1812, baptised 24th May, 1812. F

THEOPHILUS DESBRISSAY, Rector.

EXHIBIT "D. D."

"September 16th, 1816.

Chief Justice to Theophilus Stewart, Esq. 16th Sept., 1816.

"DEAR TOFF—Should *Mrs. C.* not have left before you receive this, G tell her I received her letter of the 26th July, that within nine days, please God, I will carry her advice into execution, that I would wish her on her arrival to drive or go to where I lodged, No. 25, Mortimer-street, Cavendish-square, where she will meet every kindness and attention, and that, please God, in three days after she leaves London we shall meet, I hope, to our mutual happiness. Tell Dr. Carson I thank him much, very much indeed, for his kind attention and H advice. Copy the letters I send with this, seal them and deliver them, show

A them to Carson and Atwood, and tell him I will thank him to be attentive, as also to you to be so, to what Mac Brien or Meagher says about me and my property, as they may be unguarded enough to say what I may make them smart for—but this between ourselves. I go this day to town, and on your arrival will, if I can, see the Chief Justice, and will recommend you as strongly as I can to him. I think I will make him have you in the house should he take it for at B least this winter. God bless you; take care of yourself and you may safely assure everyone that they shall not lose a sixpence by me. I did not know I owed Meagher any money.

Chief Justice to Theophilus Stewart, Esq. 16th Sept., 1816.

"Your steady and true friend,

"CÆSAR COLCLOUGH."

"Tell *John and Sally** to keep up their spirits, for though I may C suffer from the ill treatment I have met with everywhere, yet I trust a short time will get me over it, and that, at all events, where I am, your poor *mistress and the children* will be amply provided for, and we will be able to assist them."

* Sarah Thorpe.

EXHIBIT "E. E."

"July 13th, 1816.

Chief Justice to Theophilus Stewart, Esq. 13th July, 1816.

"DEAR TOFF—Should *Mrs. C.* have left you before this arrives open the cover of the letter directed to her and give the other letters, as directed, to Carson, to Leyeyt, and James Sims. I would recommend you to wait on the Governor and get Leyeyt to mention you as the young gentleman I mentioned D to him, and send back the letter, enclosed in this, should Mrs. C. have left. You know how to direct to me to Codd, but you need put no cover for the Duke of Kent, only merely for Major Codd, War Office, under one for the Right Honourable the Secretary at War, and should Leyeyt give you one send it also in same cover. Tell our friends I would recommend them to purchase in the fall provisions to support them in the spring, for the weather has been so bad here that E it's thought the corn will not ripen and that everything will be extravagantly dear. Tell Sally if she is in travelling order, and comes with her mistress, she shall be well taken care of for the winter and sent out by the earliest vessel in spring; but should *Mrs. C.* bring a maid with her there will be no occasion. God bless you, and remember the advice I have given you. I send a few papers.

"Truly yours,

F "C. C."

"Give the letter from David Carson to me to the Doctor that he may see if he does not hear from him I am not to blame. I have put Mrs. C's. letter into her own cover."

EXHIBIT "F. F."

"Mortimer-street, Cavendish-square,

G July 3rd, 1816.

Chief Justice to Theophilus Stewart, Esq. 3rd July, 1816.

"MY DEAR TOFF,—I never sat down to write a letter which gave me more uneasiness, or which I shall find more difficult to write, it is, I am

APPENDIX, No. 24.

Chief Justice to Theophilus Stewart, Esq. 3rd July, 1816.

forced to do it, by cruel necessity, or, I will add, by unmerited ill treatment, to take leave of you. I did once indulge the hope that the connexion formed between us would have lasted for life—that I might have had it in my power to see you happily and independently settled—that you would have become the support, the boast of your family, a credit to your name and family, and an honour and a comfort to me, and so I hope you may; but alas, it will be without my assistance, further than my good wishes can assist you. But though you may be assured my dear boy should, in circumstances, so change, as I hope and trust they may, my sentiments as to you shall never; that I shall never miss an opportunity of my offering you any service in my power; that my advice, my purse, should I ever have one, will be always at your command; had I . . . . had . . . . the reverse of what I think I am, been taken ill, or obliged to act as I have done, he could not have been treated with more severity and harshness, and, I might add, contempt; but this is between ourselves; the only now consolation is, that though I may linger out a wretched existence in penury and want, my *beloved wife*, my *darling children*, will be well and amply provided for when I am no more. My namesake and relation, that would not, I believe, give five pounds to rescue me, or any of his name or family from prison for life, is yet, I am convinced, a man of honor and of honesty; he has a higher opinion of me than of almost any man, is, *to use his own expression*, he never heard a second opinion or character of me or of *Mrs. Colclough*. He has just succeeded in an appeal from the Court of Chancery in Ireland as to a property which is estimated at £2,000 a-year, and which will, by compromise, or by law, govern every case depending on the same point, bring him back property which had been fraudulently sold, of at least twice or thrice that value; but he is a most eccentric character, has not drank a glass of wine these nineteen years, or any female connexion, according to what he has told me, these ten years. His great desire is, by every exertion, to recover back the landed property, and thereby, as he says, perhaps with truth, the respectability of the family. He says though he has made the estate his own, by levying fines and suffering recoveries (of which serious doubts are entertained, but this to you most confidentially I trust), yet it will be found, at his death, by his will, that he has acted by his family most honorably, and there cannot be a doubt but *had I a son*, he would have been his first object; indeed I do not wonder at his being out of humour with the world when he came home; he expected to have an accumulation of property to near fifty thousand pounds, instead of which he was near thirty thousand in debt, and the first article which struck his eye was for bribery at the elections £12,000, for other expenses £18,000. I have every reason to believe, should I outlive him, I shall be, as I am by law, his heir, and then that I may again have the power of serving you, for believe me, did you belong to my own family, I could not have a stronger affection for you, or your interest more at heart; but you must now assist yourself July 4th. I was not able, I was so affected in their parting with you yesterday, to be able to write further, but I was not unmindful of you, having already recommended you as strongly as I could to the governor. I spoke to Leycyt about you to remind him, and I pointed

Chief Justice to Theophilus Stewart, Esq. 3rd July, 1816.

A out to him that I thought a most eligible situation for you would be to succeed Chancery as clerk of the peace; he agreed with me, and has entered your name in his pocket-book to be recommended for it; but keep this to yourself, nor let a word on the subject escape you to any human creature; should you get that, with the situation you already have, you will be more independent than I am, sorry I am; but believe me, I shall be most happy at it; exert yourself, the B world is now before you, should it turn out to you as it has done to me, provided it is not more than heartless, I am convinced it will not, of honor, honesty, or industry. Remember, I shall, I trust, have a habitation of which you shall be informed, the doors of which shall be ever open to receive you; but I hope you will never have occasion to try. To ensure your success in life, you want nothing but industry and application; your talents, though not of the first class, are fully C equal to anything you may put them to, endeavor to gain information in whatever you are employed about, that will give you confidence in yourself, and that will beget it in others; the last advice I shall trouble you with at present is—*be fair and honest in all your dealings, and I will conclude in the words of the poet—*

'Be just and fear not.'

D I know it is needless in me to desire you to be *attentive* to *my dearest Susan, and my beloved little ones, to the last*, by bearing the separation with fortitude yourself to strengthen them. Tell John, *tell Sally*, I hope they will do the same; tell them whilst I have a house or a shilling they shall never want a home or a friend. Act you, in every instance, as a friend to them as in your power; protect them should they want it. I have mentioned them to Leyeyt as faithful and confi- E dential persons, should the governor have occasion to employ them in any way. Tell Blackie, should I not be able to write to him, that I have mentioned him in the strongest terms to the govenor as a most diligent and trustworthy officer. I have done the same by Bland. Croft did not stand in need of my recommendation, but if he did, it was not wanting. And now my dear Toff farewell. If you mean to follow the profession of the law, select which of my books you may F think the most useful. Apply to them, they will instruct you; but there is a little one, not much larger than a prayer-book—'Doctor and Student'—it is now, I believe, out of print, is of the highest authority, is most valuable, give it, in my name, to Mr. Simms; tell him I hope he will accept it and keep it in remembrance of me; assure him I shall ever feel happy to have it in my power to ever strive to serve him; tell him if I knew who my successor was, I would recommend both you and him to him, and now again farewell. This is the most G painful letter I ever wrote. May God bless and protect you, my dear Toff, as a credit and honor to yourself, and you will be both, and a happiness and consolation to *your sincere friend*, "Cæsar Colclough."

EXHIBIT "G. G."

"October 5th, 1819, Versailles.

H "Dear Toff—I have merely time to acknowledge and thank you for your letter, which was a good one. You will be surprised to hear M'Brien,

APPENDIX, No. 24.

Chief Justice to Theophilus Stewart, 5th October, 1819.

his wife, son, and nephew paid me a visit on Sunday, and is, I believe, heartily sorry for the part he acted by me, and is now as ready to do everything for me as he was before to injure me. I have time to say no more but God bless you, *as Mrs. Colclough and Louisa* are gone to pay a visit to Mr. and Mrs. Hart and Major and Lieutenant Price. The carriage is at the door.

"Truly yours,

"CÆSAR COLCLOUGH."

"My love to all my good friends. Why did you not mention *John or Sally? Mrs. C. is very uneasy* about them.'

EXHIBIT "H. H."

Chief Justice to Theophilus Stewart, Esq.; not dated, but written in 1817

"MY DEAR TOFF—I have received all your letters and have to thank you for your indefatigable attention to me *and my family* until the last. You are now fairly thrown upon the world, certainly with as fair a prospect of doing well as any young man at your time of life can expect. You appear to be on the smart road to fortune, if you steadily follow it and do not suffer yourself to be led away by the *ignis fatuus* of representation, which can never be matured—so advised shape to the line you are in; you will by regular, and perhaps slow, gradation rise in confidence with the Government and with the people. To me you will not figure away as an Irishman or a Curran, or have you that mind of talent which, had your early education been attended to, would have enabled you so to do? You are at present, with prudence, independent, under compliment to no man. Continue so, and be not deluded from your situation whilst you can hold it; day by day you will increase in character and in consequence. Of what use was now two years' study in a letter secretary's office?—as to you, you would only be a copying clerk, and you would come from it as ignorant as you went to it. Such, you may believe me, will be your case; you will get out of a certain business for a time only, and how will you again acquire what you have lost? You will give up your hopes of promotion where you are, and for what?—To please and gratify the vanity of relations who, if they have inclination of serving you, the power or ability to serve you. Had you not been at Newfoundland could you have supplied the wants of all your family in the kind and generous way you have, and you would, perhaps, have been now cast upon the poverty of a brother who is already so much overloaded with your family. I believe him to be as kind a man as best, but there must be a bound put to kindness, or he will not be able to support himself. Mrs. Stewart, who is really a good woman, has her own family to look to, and who, I am certain from the mode I have mentioned you to her, she would please you and treat you with kindness, yet her mother, to whom she looks for future aid, writes that her daughter has married a Cahir family, and is their only support, and, believe me, coming to England is not to a land flowing with milk and honey, where roast pigs roam about the street crying 'come eat me.' Cherish your independence and be a resource to your family instead of looking to them

Chief Justice to Theophilus Stewart, Esq.; not dated, but written in 1817.

for favours and assistance they cannot grant you. This is plain truth, and I
A think I should not have discharged the trust your father reposed in me if I did not speak it to you. If you are in prosperity, and doing well, your family will treat you kindly; should the reverse be the case you will see, to your sorrow, though they now say it is a loss of time and a degradation to you to employ your time in drawing affidavits, yet so employing it will afford you what without it you might want—food and raiment. At least I would not recommend you to leave Newfoundland unless your family, who seem so anxious for it, will
B make a settlement on you equal to your maintenance and clothing for a number of years, and improve that your situation will be bettered by the change. Thus have I fully given you my advice, which may, perhaps, be unpleasant to you, but I am certain I have discharged my duty by so doing. I am sure it will give you satisfaction to know that things are turning out better with me than I hoped for. I have been obliged to file a bill against *my brother* to get my title
C deeds and my rent roll. By the one which I have been able to obtain it amounts to £558 8s. a-year, those undivided parts of which are sums which may have spent for me more than would pay all the debts I owe in the world, thus you see the reliance to be placed on relations. I am now in a place of safety until I can get my money out of their hands, for I well know that if I was once arrested that I should either lose everything I have or be in gaol until the last shilling
D was paid; thus I shall suffer most materially by not being present when my petition will be presented to the House of Commons this session for the increase of my half-pay, and the loss I sustained by my house, &c., &c. This may be called enabling me to pay my debts. Had I been on the spot Mr. Martin at least would not have been so troublesome, for he knows as well as you do that unjust as it is I might have said I would not pay the bill and he could not en-
E force it, not because it was not due, but because such is the law. Tell John I had very distressing work about his money. Codd told a man who went to demand it that he had paid it to me to take to Newfoundland, and he told *Mrs. Colclough* that such trifling matters were not worth his consideration, and that he had placed it to my account, I might as well pay interest to Sally as to him, though at that period I was in advance to him. Tell Sims I expect a letter
F from him on a subject which would have been most material to me in my petition. Tell Graham Little I most sincerely lament his losses, which, I am sure, obliged him to be so harsh to me, that he is certain of his money, and, I am sure, nothing but his own wrath would have made him so harsh, and that I have the same opinion of him I ever had. Tell the Bryans how much I feel myself obliged to them; say the same to Mithridge and to every one who has been friend
G and trust to me. See poor Mooney, and assure him how much I lament his hard fate, and that I thank my God he may be certain that he will not lose one halfpenny by me. And now, Toff, I shall bid you farewell, perhaps for ever. Accept my thanks for your care and attention to *Mrs. Colclough and the children*, and remember the advice of Wolsey to Cromwell—'Be just, and fear not.' I assure you that recollection has enabled me to bear up against many misfortunes
H and much adversity. Give to Sherif Bland and to Blackie my most hearty

APPENDIX, No. 24.

Chief Justice to Theophilus Stewart, 3rd July, 1819.

thanks for their attention and kindness *to my dear wife and children;* but as to my fair weather friends tell them they shall be paid and no more. Mrs. Colclough has received a letter from Mrs. Dunscomb, which, I fear, she will be incapable of answering, *for poor Mary* since her arrival here has been so unwell she has been under the Doctor's hands, and has this morning taken physic to purge off some mercury she had last night. Accept the best wishes of *Mrs. Colclough, Louisa, and Mary*, and they bid me assure you they drank your health on New Year's night. I was away from home at an entertainment made for *Mrs. C., which poor Mary's illness* would not allow her go to. Give my love *to Sally and John*—told them as well as they can expect and better than I could hope for. I have had a ticket bought for you and the number shall be sent to you by the first opportunity. A B

"C. COLCLOUGH." C

EXHIBIT "J. J."

Mrs. Susan Colclough to Theophilus Stewart. Written in envelope of preceding exhibit.

"DEAR TOFF.—I received your letter, which, I must confess, agreeably surprised me. I have not time to reply to them, as I have been a close nurse to *poor Mary*, who is, thank God, getting better; they have both of them, dear little creatures, gone through great fatigues since our departure from your *charitable* shores. I have not forgot your lottery ticket; though we are exiles, you will be pleased to hear that we met with much kindness and attention, and if I could forget the cause that drove us here I should be very happy. It is a delightful country; but more of this another time. Go to all our friends, and mention us kindly, particularly Mrs. Dunscomb. I am sorry, for the above reasons, I cannot answer her welcome letter, but it shall not . . . . . I have written to *dear Sally;* the children send their love, and believe me D E

(Torn.)

"Yours truly,

"S. COLCLOUGH. F

"Remember me to my good friends, Lane and Duggan."

APPENDIX, No. 25.

EXCHEQUER.

EXAMINATION OF THEOPHILUS STEWART, ESQ.,

TAKEN BEFORE THE MASTER OF THE COURT, UNDER ORDER.

PATRICK S. COLCLOUGH, FELIX FITZPATRICK, MICHAEL MURPHY, and CHARLES HENRY JAMES,

a.

JOHN THOMAS ROSSBOROUGH COLCLOUGH and MARY GREY WENTWORTH COLCLOUGH.

The Examination of Theophilus Stewart, Esq., Barrister-at-Law, of Charlotte Town, Prince Edward's Island, New Brunswick, taken before me, pursuant to order of 24th April, 1863, *viva voce*, on oath, this 2nd day of May, 1863, in presence of counsel and attornies for the respective parties, the questions and answers being taken down in shorthand by Mr. Trevor, Barrister, by consent of the parties, and afterwards transcribed by him as follows, and read and signed by the witness in presence of counsel and attornies on both sides.

R. HITCHCOCK.

EXCHEQUER.

MASTER HITCHCOCK.

Saturday, May 2nd, 1863.

COLCLOUGH

a.

COLCLOUGH.

THEOPHILUS STEWART, sworn, and examined by MR. J. E. WALSH.

1. Master Hitchcock.—What is your name?—Theophilus Stewart.

2. Mr. Walsh.—You reside at Prince Edward's Island?—I do; I did until I lately left it for this country.

3. About what age are you?—65 on the last day of April last.

4. What profession do you follow in Prince Edward's Island?—The law principally.

5. Are you a barrister?—An attorney and barrister of the supreme court.

6. Was your father attorney-general?—He was; he died as such.

7. In what year did your father die?—In January, 1813.

8. Was the late Chief Justice Cæsar Colclough at that time chief justice of the island?—He was.

APPENDIX, No. 25.

Notes of examination of Mr. Stewart.

9. Did he act as your guardian on your father's death?—When my father died, he left his widow and a somewhat numerous family. Mr. Colclough, who was then chief justice, the following September left Prince Edward's Island for Newfoundland, there to fill the same office. Subsequently to my going to Newfoundland I understood from Mr. Colclough. A

10. Did he act as your guardian?—He did.

11. Did you live in the house with him?—I did.

12. In Newfoundland?—In Newfoundland. B

13. Did Mrs. Colclough live with him at that time?—Yes.

14. Did you know her?—Perfectly.

15. Had you known them before you went to reside at the house with them?—Oh, yes, for years.

16. How long had you known them before your leaving Prince Edward's Island to go to Newfoundland?—For years. . Mr. Colclough appears to have arrived at Prince Edward's Island in 1807; I recollect his presiding as chief justice about 1809 and 1810. C

17. Did you know him from that out?—From that out.

18. What was his wife's christian name?—Susan.

19. Was that the name he generally used when addressing her?—Susan was always the name. D

20. As long as you knew them in Prince Edward's Island, were they always received as man and wife?—Oh, yes; there was not a breath to the contrary.

21. Did they visit at the governor's house to your knowledge?—Oh, yes.

22. As Mr. and Mrs. Colclough?—As Mr. and Mrs. Colclough. I withdraw that answer for a moment merely to say that though I have no doubt of it that would tax my memory to about 1811. Governor De Barre was Governor then. I cannot say that I ever saw them going to the Government house, but I have no doubt they did so. E

23. You did not happen to meet them there?—At my time of life then it was not very likely. F

24. Have you met them in society generally?—Yes.

25. And were they received in society as Mr. and Mrs. Colclough as man and wife?—Invariably. No two persons could have been more highly estimated than they were respectively throughout the community.

26. When you were afterwards living with them at Newfoundland, were they received as man and wife?—Oh, yes; and there, to my personal knowledge, their intimacy with the governor was very particular. G

27. Did they visit him as man and wife?—Yes; and the governor at the time, Sir Richard Goodwin Keats, who was then the admiral at the station and the governor, was particularly intimate both with Chief Justice and Mrs. Colclough.

28. Was it from Newfoundland or from Prince Edward's Island that they came to England?—From Newfoundland. H

A 29. Were you in the house at the time?—I was; it was in October, 1815.

30. When he left Newfoundland to come to England, did he leave Mrs. Colclough behind?—He did.

31. Did he leave any of his family besides her?—His two children.

32. Do you know their names?—I do.

33. Tell them.—Louisa Ponsonby and Mary Grey Wentworth.

B 34. Did they afterwards follow him to this country?—They remained in Newfoundland for twelve months after his departure, and in the October of the following year, 1816, they left Newfoundland to join Mr. Colclough.

35. Did you continue to reside in their house till they left?—I did.

C 36. Now, to return to Prince Edward's Island. Do you recollect the time of the birth of either of the two children?—I recollect the time of their christening well.

37. Perhaps you can tell after whom they were called?—I understood that Louisa (Mr. Dowse objected).

38. Mr. Walsh.—Did you hear it from the Chief Justice?—I do

D not know that I had at that time any occasion to hear anything of the kind from him.

39. Did you hear it from him afterwards?—I do not know that such a feature of inquisitiveness entered into my mind on the subject.

40 Do you know in point of fact whether there was a governor of the name of Wentworth?—Yes; Sir John Wentworth was Governor of Nova

E Scotia.

41. Mr. Dowse.—When?—Sometime prior to the arrival of Mr. Colclough.

42. Do you know that of your own knowledge?—I cannot say it of my own knowledge.

43. Mr. Walsh.—Have you heard the Chief Justice and Mrs.

F Colclough speaking of Sir John Wentworth?—It is difficult for me at this time to particularize any conversation on the subject. They may have done so.

44. Did you know Lady Woods either at Newfoundland or Prince Edward's Island?—Yes; Lady Woods was the eldest member of Governor Fanning's family.

45. Was he Governor then?—He had been prior to that.

G 46. Was Governor Fanning then living there?—He was.

47. Was Lady Woods?—Yes; and Miss Fanning lived there as one united family until 1813, when Lady Woods followed the Chief Justice a very few weeks after Lieutenant-General Fanning; he was a Lieutenant-General; he and Miss Fanning and his two daughters, Lady Woods and Miss Fanning, left Prince Edward's Island and came to Newfoundland.

H 48. Mr. Dowse.—Did you see them there?—I did see them there.

49. Mr. Walsh.—They lived in the house with the Chief Justice

and Mrs. Colclough?—Yes; during their sojourn at St. John's; three or four weeks A

50. Can you name any other person whom you recollect to have visited and been visited by the Chief Justice and Mrs. Colclough?—If I did I would require to particularize numerous families; all the respectable families.

51. Both at Newfoundland and at Prince Edward's Island?—Both at Newfoundland and Prince Edward's Island.

52. Do you recollect an address being presented to the Chief B Justice and Mrs. Colclough on their leaving Prince Edward's Island?—I do not know that I was present at the time of any address; there were numerous addresses.

53. Were you present at any?—No; I cannot say that I was; they followed, as a matter of course, in those days.

54. Now you have told us, sir, that you are a barrister and attorney C of the supreme courts at Prince Edward's Island?—I am.

55. And you are acquainted with the law of Prince Edward's Island?—Yes; the customs and the law.

56. Is there a parish register kept there?—There is.

57. Is that kept in the parish church?—It is kept in the parish church.

58. Mr. Dowse—That is in each parish church?—Yes. D

59. Mr. Walsh—Are there many parish churches in Prince Edward's Island?—There are numerous parish churches; there is Charlotte parish; I can speak with regard to Charlotte parish register, which I examined shortly before I came away.

60. Was the Rev. Theophilus Desbrissay a relative of yours?— E He was an uncle of mine.

61. Is he dead?—He is dead.

62. Was he rector of that parish?—For forty-nine years.

63. Rector of Charlotte parish?—Rector of Charlotte parish, in Charlotte Town, Prince Edward's Island.

64. Did you examine the parish register of that parish?—I ex- F amined the parish register to get at the particular entries of the baptism of Louisa Ponsonby Colclough and Mary Grey Wentworth Colclough.

65. Will you look at this extract from the register (marked A. A.)? Have you seen that before?—I think I have; I am not aware that I saw this particular paper before, but I can answer the question that I examined the register

66 Read the two entries of the two baptisms?—I have read two G entries here.

67. By whom is this certified?—It purports to be signed by Theophilus Desbrissay, rector.

68. Did you see the original of these entries in the parish register?—I did.

69. Did you see the names Theophilus Desbrissay signed to the H originals?—I did.

A 70. Was that the signature of that gentleman, your uncle, the rector?—It was.

71. Mr. Dowse.—You did not compare this particular document?—The only hesitation I had at first arose out of its containing a certificate of the rector, which, of course, was subsequently put to it, together with the notice of certificate. I examined this particular entry, and I identify it in two ways, B first, by recognising the handwriting of the gentleman who entered these, who was a son of the then rector, and afterwards became a clergyman. This document (B. B.) is a photograph of the proper signature of the then rector.

72. Then I understand that the bodies of the entries is in the handwriting of your uncle's son?—Of the two entries and the neighbouring ones; most of the neighbouring ones.

C 73. Then the signatures are your uncle's?—The signatures were my uncle's.

74. Who was rector of the parish?—Rector of the parish. I was particularly intimate with the son, and can speak of his writing as well as I can of my own.

75. You have another photograph?—I have; this is the hand- D writing of another of his sons, with whose handwriting and himself personally I was acquainted; another son of my uncle; and it is also signed at the bottom by a photograph of the rector's own signature (the document was marked C. C.); I can speak positively as to these two certificates being correct transcripts.

76. These photographs represent the two documents?—Yes.

77. You have told us you read the originals. Are you able to E say whether these are true copies?—I am.

78. (A. A.), (B. B.), (C. C.) of the entries of the baptisms?—Of both.

79. Where were the originals?—In the vestry of St. Paul's church.

80. Is that the parish church?—That is the parish church.

81. Of Charlotte parish?—Of Charlotte parish, Prince Edward's F Island.

82. Who was the gentleman who had the custody of the parish register?—The Rev. David Fitzgerald.

83. Is he the gentleman whose signature is affixed to the document marked (A. A.)?—Yes.

84. Do you know his signature?—I have often seen him write, G and I am familiar with it.

85. Is that his signature?—That is his signature.

86. Is he the present incumbent?—He is.

87. Was he the rector at that date?—He was.

88. Do you know the signature of Charles Palmer, the notary public?—I do.

H 89. Is that his signature?—Yes (to A. A.).

90. Is that the official seal of the island (to A. A.)?—It is.

91. Do you know the governor's signature?—I am also familiar with the governor's signature.

92. Is that the signature (To A. A.)?—That is his signature, "George Dundas."

93. And he was governor in February last?—And he was governor in February last.

94. Mr. Dowse.—What is his title?—Plain George Dundas; he has no title otherwise than from his office.

95. St. Paul's church is the parish church?—Yes.

96. Was that the parish where Mr. and Mrs. Colclough resided?—It was.

97. At the time the children were baptized?—At the time the children were baptized.

98. Does that parish register contain other entries of births, deaths, and marriages?—It does.

99. Can you tell us from what period?—The births and baptisms from 1777 down to the death of Mrs. Desbrissay, in 1823, and subsequently.

100. That was from the establishment of the colony?—Yes.

101. Now you have told us that Mrs. Colclough remained in Newfoundland after the Chief Justice went away?—Yes sir.

102. Did you correspond with the Chief Justice?—I did.

103. Look at these five letters.—They are all letters from the Chief Justice to myself.

104. Were they all received by you from the Chief Justice?—They were.

105. Are they all in his handwriting?—All in his handwriting.

106. You have, of course, seen them before?—Yes.

107. They were received by you shortly after they bear date respectively?—They were; (the letters were marked D.D., E.E., F.F., G.G., and H. H.)

108. Had the Chief Justice and Mrs. Colclough a servant named Sally?—Yes.

109. A confidential person?—Yes.

110. What was her surname?—I do not know what her maiden name was; I know what her name was after she was married; she married a person of the name of Thorpe; her name is now Thorpe.

111. Look at this envelope (marked I. I.), in whose handwriting is the writing inside?—The late Mrs. Colclough, the wife of the Chief Justice.

112. Did you receive that from her after she came from that country?—I received this envelope enclosing one from the Chief Justice.

113. Which of these letters was it?—I think I can point out that letter (this one marked H. H., that was enclosed in the envelope marked I. I.) It appears to have no date to it, but from it it would appear to have been written in the early part of 1817.

114. Mr. Dowse.—In whose handwriting is it.—In that of the Chief Justice.

115. Mr. Walsh.—The one without a date you fix as having been written in 1817 ?—The early part of 1817, January or February.

116. Mr. Dowse.—Is that from its contents ?—Yes; and from my own recollection of its answering my own letter which had been written to him.

117. Mr. Walsh.—Had you seen the defendant, Mrs. Rossborough, before you came to this country ?—Never, from the time she left Newfoundland.

118. Have you seen her since you came here ?—Yes.

119. Is she the same lady who was baptized Mary Grey Wentworth ?—The very same.

120. Was Sarah Thorpe a respectable person ?—I think she nursed both the young ladies, both the Misses Colclough.

121. Cross-examined by Mr. Dowse.—You tell me that you are 65 years of age ?—Yes sir. (Cross-examined.)

122. How far back can you recollect ?—I can recollect to 1810 or 1811 ; and before that I think I can recollect the arrival of a public character at Prince Edward's Island, which would take me beyond it several years.

123. Who was that ?—The predecessor of Mr. Colclough, and the father of the present Earl of Selkirk.

124. Do you recollect Mr. Colclough presiding as Chief Justice ?—The circumstances under which I recollect it are simply these ; at that time there were very few places of accommodation in Charlotte Town, and that gentleman, whose name was Thorpe, and some of his family, were guests at my father's house ; that circumstance fixed their arrival in the island in my recollection.

125. Do you recollect Mr. Colclough presiding as Chief Justice ?—Yes, as distinctly as I see you ; I have frequently gone by his direction to the library, and brought books which were used by him on the bench in determining cases.

126. You knew Mr. Colclough at that time ?—I did perfectly well.

127. When did he go to Newfoundland ?—In September, 1813.

127 (*a*). Did you go with him ?—I did, on the 9th of September, 1813.

128. How long did he live in Newfoundland 'till he went to England ?—'Till October, 1815.

Were you living all the time with him ?—Yes.

In the same house ?—In the house. He procured me an office as assistant clerk in the Supreme Court of St. John's.

129. Was he living all that time there ?—Yes, he presided in the Supreme Court.

130. You said you did not recollect seeing the Chief Justice and Mrs. Colclough in the Governor's house in Prince Edward's Island ?—I have no doubt they were there in the time of the then governor, De Barre, but I was not in the habit of going there then.

131. Then, of your own knowledge, you cannot say they were there?—I cannot say that I was present at any particular time when either the Chief Justice or Mrs. Colclough were there.

132. But you cannot tell it of your own knowledge?—No; I can tell of my own knowledge his having visited officially at General Fanning's, who preceded Governor De Barre. I was as intimate with that family as possible.

133. Do you recollect being present at the baptism of Louisa Ponsonby?—I have a general recollection of it.

134. Were you present?—I have a general recollection of the time; I was not at it certainly, but I have a recollection of the circumstances that took place at the time of the baptism.

135. Were you present at the baptism?—I was not.

136. Were you present at the baptism of Mary?—No.

137. Were you present at the baptism of either of the daughters? Certainly not; it would have been out of character for me to have been there; I was scarcely more than a guest with the family at that time.

138. Can you swear positively that at the time of the baptism the Chief Justice lived in Charlotte parish?—Certainly.

139. Of your own knowledge?—Of my own knowledge.

140. Did you see the children before they were baptized?—I do not think that I did, because it would have been——

141. How do you know then where their father was living when they were baptized?—What is the question?

142. If you did not see them before the baptism, how do you know where they were living when they were baptized?—I believe that their father——

143. State not what you believe, but what you know as a matter of fact?—I know it as a matter of fact, from circumstances which subsequently came to my knowledge, that the father of these two ladies was then living at Charlotte Town as Chief Justice. I know it as a matter of fact from my own personal knowledge.

144. Were you intimate with him?—I was.

145. At the time the children were born?—I was; I knew him as well as I know myself.

146. How long do you recollect him?—He remained there from the time of his first arrival until 1813.

147. Did he change his residence more than once?—I do not think he did.

148. Do you swear that?—He may have done so possibly. He may, because at the time there was a difficulty in procuring suitable residences, he may have changed his residence in Charlotte Town, it is a very small community. He may have changed from one street to another; at that time it was very small.

149. You told us about those documents (marked B. B. and C. C.), did you ever see B. B. before you saw it to-day?—I do not know whether I saw that particular paper, but I have seen the original from which that photograph was taken, and that photograph is true. I can make out the identification of

the handwriting. I identify the handwriting of particular persons and friends of my own.

150. Did you ever see that document (marked B. B.) before ?—I never saw the photograph.

151. Did you ever see that paper ?—I saw the original.

152. Did you ever see that paper itself?—No, not this particular piece of paper. I was not present when it was taken.

153. Take the document marked C. C., did you ever see it until to-day ?—I have not seen that paper there.

154. Until to-day ?—Until to-day, not that identical piece of paper

155. Do you see that paper (marked A. A.) ?—I see that paper, Sir ?

156. Did you ever see that till to-day ?—I never saw the certificate of the Rev. David FitzGerald.

157. Did you ever see that paper in your hand till to-day, on your oath ?—I think it is probable that I may have seen that paper containing the two entries, a copy of the entries purporting to contain a copy of the entries of the baptisms of Louisa Ponsonby and Mary Grey Wentworth.

158. Will you swear that you did or did not, ever in your life before, until this day, see that particular blue paper in your hand ?—Just allow me for a moment ; I may be allowed to assist my recollection by referring to a memorandum which I gave to Mr. Kernaghan the other day.

159. Is it in your own handwriting ?—In my own handwriting ? [A document was handed to the witness.] I would desire to answer as particularly as possible, and by way of answering, have the kindness to allow me to refer to a memorandum made at the time on the 14th of February.

160. I do not attempt to impeach anything you say ; you are at perfect liberty to refer to that document, and having done so, tell me whether you ever saw that paper before ?—There is no room for hesitating ; I can swear to its being a correct copy.

161. That is not what I ask you ; my question is a distinct one.—I think not.

162. I must ask you to answer it. Did you ever see that blue paper in your hand until this day ?

Master Hitchcock.—Answer "yes" or "no," and then you can explain anything you like after that.

Yes.

163. Mr. Dowse.—Where ?—At the parish register of Prince Edward's Island.

164. You saw that paper ?—I have two entries ; you are drawing a distinction without a difference.

165. Mr. Walsh.—You were asked whether you saw that paper before ?—I did.

166. Mr. Dowse.—That identical paper ?—Yes ; that sheet of paper.

167. Did you see it before?—I did.

168. I do not mean those entries.—You are asking me about this paper.

169. Did you see it before.—Yes, sir.

170. Where?—In the vestry of Saint Paul's parish, and I was accompanied by William Kernaghan, Charles Palmer, and the rector of the parish.

171. And you had there that paper that you have now in your hand, A. A.?—Yes; Mr. William Kernaghan was there with me.

172. Was it in the present state when you first saw it?—No.

173. What alteration is there in it?—The certificate of the notary public, and of the lieutenant-governor, were subsequently added to it.

174. Then, in point of fact, I am to understand, Mr. Stewart, that at that time it had only written on it what is on the first page?—What refers to the entries.

175. The two first entries were all that were in it?—Yes.

176. There is no mark on it that you would know it by?—I can pretty well mark it.

177. Is there a mark?—There is a mark.

178. What is it?—The writing embodying the two entries; that is my identification.

179. Do not be getting angry?—I am not angry; it would be very improper for me to get angry.

180. You have no mark on it except the contents?—Except the contents.

181. Did you compare the original entries with these two?—I did, the one with the other.

182. Was that paper in your hand?—Was this paper in my hand?

183. Did any person read out the entry to you, or did you read it by yourself?—We read it in turns, William Kernaghan and I first, each in turn, read and compared this with the register and the register with this.

185. Now, supposing that another sheet of blue paper the same as this was produced to you with this, would you be able to distinguish it from this?—I think I would.

186. How?—By my own common sense understanding on the subject.

187. Who wrote the two first entries in this sheet marked (A. A.)?—I am inclined to think it is William Kernaghan's handwriting.

188. Will you swear it?—I think so.

189. Did you see him write it?—Yes.

190. Where?—At the rector's; at the residence of the rector.

191. Had he the book there?—We had.

192. Had he the book there?—The book was there.

193. Did you see it there?—Yes, I did.

194. Did you see him do it when he was writing?—Yes, of course.

A 195. Did you ?—I say I did, Sir ; are you satisfied with that ?

196. As a man I am satisfied but as a counsel I am not—It must have been with the original, there was no other way of comparing it.

197. Now, you know the Rev. David Fitzgerald ?—Right well.

198. You have recently seen Mrs. Rossborough Colclough ?—I have, sir.

B 199. When did you see her last before you came to Ireland ?—Not since 1816, when I accompanied her and her mother on board the vessel (a man-of-war) that took them from St. John's.

200. Did you not see her from 1816 ?—From 1816.

201. I think you told me that you were not present at the baptisms ?—I was not present at the baptisms

C 202. That Mrs. Thorpe ; do you know where she was married ?—She was married at Newfoundland.

203. When ?—Shortly after their arrival there ; they arrived in 1813 ; shortly afterwards she left the Chief Justice's family and then she and her husband rented a house at St. John's.

204. Is she alive or dead ?—She was alive a few days ago.

D 205. Where is she now ?—She was at Tintern Abbey when I was there a few weeks ago.

206. Is her husband alive or dead ?—He is dead.

207. What ?—He is dead, sir.

208. Where did he die ?—He died in Newfoundland ; he was drowned, poor fellow.

E 209. Do you happen to know when Thorpe died or was drowned ?—I left St. John's in the spring of 1822, and he was alive at that time ; he was drowned in that or the following year.

210. When did you last see Chief Justice Colclough ?—Not since 1815, when he left the colony.

211. Not since he left the colony ?—Not since he left the colony ;

F he went away in ill health ; he had not a day of good health from the time of his arrival.

212. You saw the ladies on board the packet ?—On board a man-of-war.

213. What age were they then ?—Louisa was born in 1809, she would therefore be about six or seven years' old. The present Mrs. Rosborough

G Colclough would be about five.

214. Then you did not see her from that time until you saw her at Tintern Abbey ?—I had no opportunity of seeing her till I saw her at Tintern abbey

215. But you told us that the lady you saw lately was the same lady.—Without any manner of doubt.

216. She has changed considerably ?—From lapse of time ; she

H was an infant when I saw her before, and she had eventually become a woman, both in stature and everything else ; but I saw in her the identical Mary Grey Wentworth Colclough.

APPENDIX, No. 25.

Notes of examination of Mr. Stewart.

217. You have never been in Ireland before ?—Never, sir.

218. Then you never had seen any of the Colclough family from the time you saw them on board the man-of-war until recently ?—Not from that time, but in the interval.

219. Re-examined by Mr. Walsh.—You have been asked as to the chief justice and his wife changing their residence at Charlotte Town ?—Yes.

220. Is Charlotte Town all one parish ?—At that time the town was only partially filled up, if they changed, it would be merely going from one street to another.

221. Were they always in the same parish ?—In the same parish.

222. And in the parish of which St. Paul's was the parish church ?—Always; they were not 200 yards from the parish church at any time. I should say about 200 yards.

223. You have been asked about comparing the entries in this document (A. A.) ? Yes, sir.

224. Did you and Mr. William Kernaghan compare and cross-compare it ?—We did, sir.

225. With the original book ?—With the original book.

226. Where did you compare it ?—In the vestry-room of Saint Paul's church, on the 14th of February, 1863.

227. How far is the rector's house from the church ?—About 500 yards, I suppose.

228. Do you know how did the book happen to come to the rector's house ?—As a matter of convenience to the rector; it was taken down occasionally, and brought up, to suit his convenience.

229. You said that you saw Mrs. Colclough at Tintern Abbey ?—I did not see Mrs. Colclough at Tintern Abbey; I can hardly think I said so.

230. You said so in answer to a question of my learned friend's.—If I said so it was a mistake, it was at Newpark, Black Rock, that was the place where I had the pleasure of seeing Mrs. Colclough, after a long absence.

231. Mr. Dowse.—You told me that you never were in Ireland before ?—Never.

232. Were you in England ?—I have been in England before.

233. In what year ?—In 1823, 1824, and part of 1825.

234. Were you in Cheltenham then ?—Not in Cheltenham; I never was in Cheltenham.

235. Were you in England in 1828 ?—No.

236. And you never were in Cheltenham ?—I never was in Cheltenham at all.

On the evidence being read over to the witness, he wishes to add as follows to his answer to question 56 :—The Charlotte parish. To question 58—I am not aware, of my own knowledge, whether there is a registry in each parish; but according to law, a general registry for the island is kept at Charlotte Town by the surrogate judge of the probate court, all persons celebrating

A marriages being subject to a penalty for not making the required return. The law is so from 1836, if not before, and I have already stated that there is a separate and distinct registry of births and marriages kept in Charlotte parish.

T. STEWART.

B Present, LAWRENCE MOONEY, Attorney for the Plaintiff.
POWELL and KERNAGHAN, per B. KERNAGHAN, Attorney for Defendant.

R. HITCHCOCK.

Compared with original transcript, 8th June, 1863.

FREDC. G. SAUNDERS, Solicitor, Dublin,
C H. C. HITCHCOCK,
R. HITCHCOCK.

D

APPENDIX, No. 26.

WILL OF AGMONDISHAM VESEY COLCLOUGH.

In the name of God.—Amen. I Agmondischamp Vesey Colclough,
E of Newtownbarry, in the county of Wexford, being of sound mind, memory and understanding, do make this my last will and testament, in manner following, that is to say—I desire to commit my soul unto the Blessed hands of Him who gave it to me, relying solely on the full atonement of my Lord and Saviour, Jesus Christ. *I leave to my dearly beloved wife, Matilda Barker Colclough,* all my right, title, and interest in the townland and slate quarries of *Glasslacken.* in the county of Wexford,
F as also all my other property of every kind whatsoever, including the sum of two thousand five hundred and thirty-three pounds six shillings and fivepence, sterling, to which I am entitled by my mother's will, and which now rests in the hand of my uncle, William Gaven, Esq., for and during the term of her natural life, only to be disposed of by her as she may think proper during her life, or at her death by will, for the benefit of my *children, Matilda Mary Colclough, and Cæsar Col-*
G *clough, and after the demise of my aforesaid wife, and if my children shall die without issue, my will is that* all my right, title, and interest in the said townland and slate quarries of Glasslacken shall devolve into my cousin, *Mary Grey Wentworth Colclough,* only surviving daughter of my late uncle, Cæsar Colclough; and further, if the said Mary Grey Wentworth Colclough shall die without issue, I leave my right, title, and interest in the said townland and slate quarries of Glasslacken to
H my next male relative of the name of Colclough who shall be a Protestant, and in like case, that is to say, if my children shall die without issue, and at the death of my wife, the aforesaid sum of money now lying in my Uncle Gaven's hands, shall

APPENDIX, No. 26.

Will of Agmondishamp Vesey Colclough, dated 1st Oct., 1840.

be applied—firstly, to pay the Rev. William Sherrard, of Enniskean Cottage, county of Cork, the sum of one hundred and twenty pounds sterling, and Thomas Annesly Whitney, Esq., of Merton, in the county of Wexford, the sum of one hundred and fifty pounds sterling, being joint debts of mine and my late brother, Cæsar Dudley Colclough, Esq., and lastly, the residue to pay off the following debts of late father, in order following, viz.:—To George Rhynehart, of Enniscorthy, the sum of about fifty pounds; to James Redmond, of Enniscorthy, the sum of about one hundred pounds; to Patrick White, the sum of about ten pounds; to the representatives of the late John, Lord Farnham, the sum of about twenty pounds; to the representatives of the late Thomas Kavanagh, of Borris, in the county of Carlow, Esquire, the sum of about twenty pounds; to my uncle, Patrick Sarsfield Colclough, Esquire, the sum of one hundred and ten pounds or thereabouts, which sum he paid to Miss Ryan; and to Mrs. Jessop, the sum of about two hundred pounds. All the aforesaid debts to be paid in sterling money of this realm, with interest thereon at five per cent. per annum; and further, if any of the said residue of aforesaid money be left after discharging the above obligations, my will is that it be equally divided between the British and Foreign Bible Society and the Church Missionary Society, and also that my wife shall have full power of managing and enjoying all my property that I may die possessed of during the period of her natural life. I also will that the sums above mentioned, due to the Rev. William Sherrard and Thomas Annesly Whitney, be paid off by instalments, from time to time, as my property will afford, until they are paid; and I desire that my executors will have the same carried into execution; and lastly, I do hereby nominate, constitute, and appoint my wife, Matilda Barker Colclough, John Jackson, Esq., of Liverpool, merchant, and Thomas Annesly Whitney, of Merton, executors to this my last will and testament, revoking and making void all other wills heretofore made by me. In testimony whereof, I, the said Agmondishamp Vesey Colclough, have hereunto set my hand and affixed my seal, this first day of October, one thousand eight hundred and forty. Agmondishamp Vesey Colclough (seal). Signed, sealed, published, and declared by the said Agmondishamp Vesey Colclough, the testator, as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses, the day and year above written, there being interlineations of the word "power," between the twentieth and twenty-first lines of the second page, and the words "provided that my said wife does not wish to dispose of it otherwise by will," between the said twentieth and twenty-first lines of said second page, and also the words, "at any time during her life, or at her death by will," between the fourteenth and fifteenth lines of the first page.—Julia Whitney, Jane Duggan, R. Cranfield.

A B C D E F G

9th March, 1841, on which day M. B. Colclough and John Jackson, Esq., two of the executors named in the above will, were sworn, as well to their belief of the truth of said will as to the due execution thereof, and obtained probate, saving right before me.

H

H. Newland, Surrogate.—Effects under £3,500.

A

APPENDIX, No 27.

Extract from Bill filed in Chancery, 12th December, 1842, by Sarsfield Colclough, against Cæsar Colclough, of Tintern Abbey.

B

That the ancestors of your suppliant were natives of and residents of the county of Wexford, and seized of very extensive estates therein, consisting of the manor and lordship of Tintern Abbey, and the several townlands belonging thereto, as also the manor of Duffrey Hall and its various subdenominations, and that from the reign of King Henry the Second down to the time of the decease of
C Cæsar Colclough, hereinafter more particularly mentioned, the same have been held and enjoyed, in uninterrupted lineal descent, in the name, family, and blood of your suppliant. Your suppliant further showeth unto your lordship, that in and previous to the year 1770, Cæsar Colclough, the grandfather of your suppliant, was seized in fee of said estates and died in the year 1774, leaving issue
D Agmondisham, his eldest son, and Adam, Thomas, and Richard Colclough, his younger sons, him surviving. Your suppliant further showeth unto your lordship, that the said Agmondisham Colclough had issue only son, Vesey Colclough, and the said Vesey Colclough had issue two sons, Cæsar Colclough, the alleged testator, hereinafter more particularly mentioned, who died without issue on the 23rd day of August last, and John Colclough, who died in the year 1807, also
E without issue. Your suppliant further showeth, that said Adam Colclough, the second son of the first-mentioned Cæsar Colclough, had issue five sons—namely, Cæsar, Agmondisham, Dudley, John, and your suppliant, all of whom survived their said father, Adam Colclough. Your suppliant further showeth that the said last-named Cæsar, Agmondisham, and John Colclough, all died without issue male, and that your suppliant's said brother, Dudley Colclough, had issue three sons—viz., Cæsar Colclough, Dudley Colclough, and Agmondisham Vesey Colclough, all
F of whom died without ever having had any issue, and the said Dudley himself departed this life on or about the 12th day of August, 1830, leaving your suppliant his heir-at-law; and your suppliant showeth that he is also the heir-at-law of the said Cæsar Colclough, the alleged testator hereinafter more particularly referred to.

This is full of errors. The Property was acquired in the reign of Elizabeth. Cæsar (the alleged) died in 1766. His eldest son who arrived at the age of manhood was Vesey the father of Sir Vesey. Agmondisham who died unmarried, came between Vesey and Adam.

Suppliants Brother Dudley had as stated, 3 sons but they are named Cæsar Dudley & Agmondisham Vesey. & Like Cæsar the 1st & 3rd died unmarried, but the 2nd left a daughter Matilda, who is still living.

APPENDIX, No. 28.

FINAL DECREE IN CAUSES OF "ROSSBOROUGH *v.* BOYSE;" "COLCLOUGH *v.* BOYSE."

Tuesday, the 10th day of November, 1857.

LORD CHANCELLOR.

Between

JOHN THOMAS ROSSBOROUGH, and MARY GREY WENTWORTH ROSSBOROUGH, his wife, } *Plaintiffs;*

THOMAS BOYSE, and JANE STRAFORD BOYSE, otherwise COLCLOUGH, his wife, } *Defendants*

And the said

JOHN THOMAS ROSSBOROUGH, now JOHN THOMAS ROSSBOROUGH COLCLOUGH, and MARY GREY WENTWORTH ROSSBOROUGH COLCLOUGH, his wife, } *Plaintiffs;*

The Rev. RICHARD BOYSE, Executor of THOMAS BOYSE, deceased, } *Defendant.*

THESE CAUSES coming on this present day to be heard before the Right Hon. the Lord High Chancellor of Ireland for further directions, and as to the matter of costs reserved by the decretal order, bearing date the 31st day of January, 1852, and on the Judge's certificate of the new trial of the issue directed in these causes in the presence of counsel learned on both sides, upon opening and debate of the matter, and hearing the decretal order made in these causes, bearing date the 31st day of January, 1852, the decretal order bearing date the 4th day of May, 1857, the consent bearing date the 14th day of July, 1857, as also the certificate of the Right Hon. Baron Greene, bearing date the 12th day of September, 1857, read, and what was alleged by the said counsel, and it appearing by the verdict of the jury that the paper-writing in the pleadings mentioned, bearing date the 6th day of August, 1842, and marked with the letter B, is not the last will of Cæsar Colclough, deceased, in the pleadings named, the court, by consent of the parties, doth declare, that the same hath not or ought not to have any effect as a devise of the real and freehold estates of the said Cæsar Colclough, in Ireland, in the pleadings mentioned, or any part thereof; and it is ordered and decreed that the said defendant, Jane Stratford Boyse, do deliver, on oath, all deeds, muniments of title, and other documents relating to the said real and freehold estates, in Ireland, in her power or possession, and do also deliver up pos-

A session of the said real and freehold estates in the county of Wexford, in the pleadings mentioned, to the plaintiffs; and it is further ordered, that the plaintiffs be quieted in the possession thereof against the defendant, Jane Stratford Boyse, and all persons claiming under her, saving, however, and without prejudice, to the jointure of £500, secured to the defendant, and other the rights of the said defendant, in respect of the said real and freehold estates in the county of Wexford,
B under and by virtue of the marriage settlement, bearing date the 13th day of November, 1818, in the pleadings mentioned, and saving and without prejudice, as aforesaid.

And it is further ordered, that the said defendant, Jane Stratford Boyse (she by her counsel so consenting and undertaking), do execute, at the ex-
C pense of the plaintiffs, a proper deed or deeds of release or releases, in respect of the said real and freehold estates, such deed or deeds to be settled and approved of by David Lynch, Esq., on the part of the plaintiffs, and by James Anthony Lawson, Esq., on the part of the said defendant.

And it is further ordered, that the plaintiffs, and the said defendant,
D Jane Stratford Bosce, respectively, do abide their own costs of this suit, and also the costs at law incurred in reference to same.

Signed 3rd February, 1858.

H. Sugden, A.R.

Powell and Kernaghan, Solicitors.

Examined, John Perrin.

APPENDIX, No. 29.

Affidavit of Sir Vesey Colclough, Bart., sworn 31st Dec. 1773.

APPENDIX, No. 29.

A

"JOHNSTON *versus* COLCLOUGH."

B

Affidavit of Sir Vesey Colclough, Bart., as to the ages of his two sons.

Joseph Johnson, Esq., Frances, his wife, and others,

Plaintiffs;

Sir Vesey Colclough, Bart., Dame Catherine, his wife, Cæsar Colclough, and John Colclough, minors, and others,

Defendants.

The defendant, Sir Vesey Colclough came this day before me and made oath on the C Holy Evangelists that the defendant Cæsar, this deponent's eldest son, is now of the age of seven years and six months, and this deponent's second son, the defendant, John Colclough, is also a minor of the age six years or thereabouts; and this de- D ponent saith he is a Protestant of the Church of Ireland, as by law established, and is married to a Protestant wife; and saith the said minors are, so far as their tender years will admit, educated in, and deponent means and intends to educate and bring up his said children in the Protestant religion. E

Sworn before me this 31st December, 1773.

VESEY COLCLOUGH. FRAS. VESEY.

Endorsed in handwriting of testator 1773, December 31.—Age and religion.

F

Johnston *a* Colclough. "Affidavit of Vesey Colclough to the age of Cæsar, his eldest son, then seven years and six months old, plaintiff. N.B.—Born at Wexford the 8th May, 1776; Cæsar, grandfather of Vesey, died on the 15th April, 1766; plaintiff, 8th May, 1760; Vesey returned for county Wexford in the place of his grandfather, who sat forty-two years for that county, June, 1766; Vesey came of age 12th July, 1766."

APPENDIX, No. 30.

EXCHEQUER.

A Affidavit filed by Plaintiff to restrain Defendant setting up temporary bars, the motion grounded on which was refused with costs.

Patrick Sarsfield Colclough, Felix Fitzpatrick, Michael Murphy, and Charles Henry James,

Plaintiffs.

B John Thomas Rosborough, calling himself John Thomas Rosbororough Colclough, and Mary Grey Wentworth Rosborough, calling herself Mary Grey Wentworth Rosborough Colclough,

C *Defendants.*

PATRICK SARSFIELD COLCLOUGH, one of the plaintiffs in this cause, maketh oath and saith that this is an action of ejectment on the title brought for recovery of the mansion, offices, and portion of the manor of Tintern, known as Tintern Abbey, in the County of Wexford; saith that by indenture bearing date the 10th day of March, 1719, made between Cæsar Colclough, of Mocorry, in the County of Wexford, Esquire, of the first part, Margaret Pigott Colclough, of Tintern, in the said county, widow, of the second part, the Right Reverend Father in God, Sir Thomas Vesey, Baronet, Lord Bishop of Ossory, of the third part, and Agmondisham Vesey, of Lucan, in the County of Dublin, and Richard Lehunte, of Artramon, in the County of Wexford, Esquire, of the fourth part, in pursuance of articles before the marriage of said Cæsar Colclough with Frances Muschamp Vesey, the lands in the pleadings mentioned were, with other lands, vested in the D said Agmondisham Vesey and Richard Lehunite for a term of two hundred years from the death of said Margaret Pigott Colclough, which term is still subsisting and unsurrendered, as by said indenture in possession of deponent's attorney in this cause will, on reference thereto, more fully and at large appear. Saith deponent is advised and believes that there are other outstanding terms, and other temporary bars, which might be made use of to defeat the plaintiff's rights in this action if the defendants be not restrained by the order of this Honorable Court from setting them up as a defence.

E PATRICK S. COLCLOUGH.

Sworn before me this 17th day of February, 1863, at my house, No. 53, Camden-street, in the City of Dublin, and I know the deponent.

B. CASTLES.

F LAURENCE MOONY, Attorney.

APPENDIX, No. 31.

Certificate of Admission.

APPENDIX, No. 31.

Copy of certificate of the admission of Cæsar Colclough (Chief Justice) as member of the Middle Temple.

These are to certify that Mr. Cæsar Colclough, *the eldest son of Adam Colclough*, of Duffrey Hall, in the County of Wexford, in the Kingdom of Ireland, Esquire, was specially admitted of the honourable society of the Middle Temple, on 23rd day of . . . . . thousand seven hundred and . . . . kept eight terms commons in . . . . . all of this society, and paid for six terms not kept; hath paid for one candle-light and six vacation exercises, not performed, and hath paid all duties due to the society and the offices thereunto belonging. In testimony whereof I have hereunto set my hand and seal this 22nd day of November, in the twenty-third year of the reign of our Sovereign Lord, George the Third, by the Grace of God, of Great Britain, France, and Ireland, King Defender of the Faith and soforth, and in the year of our Lord 1782 (two).

(Torn.)

(Witness), JAMES HARRIS, Treasurer. (Seal.)

J. HORSFALL, Sub-Treasurer.

Endorsed—Middle Temple, Cæsar Colclough, Esq. Certificate of his admission, 23rd June, 1775; admittted, 11th February, 1783.

A true copy.

For CONWAY E. DOBBS, Under Treasurer, JOHN HAUM.

APPENDIX, No. 32.

Inscription on coffin.

APPENDIX, No. 32.

Copy of a document, presumed to be inscription on coffin of Chief Justice, in handwriting of Colonel De Gaillard, whose wife was governess of Mrs. Rossborough Colclough. The handwriting can be proved by defendant.

"Cæsar Colclough, Esq., late of Duffrey state, in the county of "Wexford, Ireland, formerly his Britannic Majesty's Chief Justice in Prince "Edward's Island, and last of Newfoundland, died 10th February, 1822, aged "68 years."

A

APPENDIX, No. 33.

Extrait from registry of decease, burial, and age of Chief Justice Cæsar Colclough.

B

Ville de Verseilles.

Timbre.
Imperial Justice,
1f. 50c.

Extract du registre des actes de Dèces de la Ville de Versailles, pour l'année, 1822.

Du Lundi, onze Férrier mil huit cent vingt deux trois heurs du soir,
C acte de Dèces de César Colclough écuyer, agé de soixante huit ans, né à Wexford en Irelande, décidé d'hier, une heure du soir en son domicile Rue de Vergennes 6 époux de Susanne Leech. Les témoins sont les sieurs Jonas Asphin, ayé de cinquante ans, docteur en médecine, demeurant à Paris, rue de la puix 22, et Nicolas Roussel, agé de soixante six ans, rentier, rue de la pompe 14, les quels ont siqué avec mons adjoint au Muire de Versailles—chevalier de la légion d'hon-
D neur fuisant par délégation les functions d'officier public de l'etat civil après lecture fuit et le décès constatè par nous sonssigné.

STAMP.

Pour extrait conforme délivré le 1er, Juillet, 1863.

Le premier adjoint fuisant fonchons de Maire

E

(Signé), LEFUIRREY.

Nous President du Tribunal de 1re Matunce siant à Versailles certifions véritable la signature de M. Lefuirre Adjoint Mairo de cette ville, apposé ci-contre.

Tribunal de 1re Inst. de Versailles.
IMPERIAL EAGLE.
Seine et dise.

F

A Versailles, le premiere Juillet 1863.

(Signé).

G

Mairie de Versailles.
EAGLE.
Seine de dise.

H

APPENDIX No. 34.

Translation of the foregoing Certificate of Registry.

APPENDIX, No. 34.

A

Translation of registry of decease, burial, and age of Chief Justice Cæsar Colclough, city of Versailles. B

Extract from the Registry of documents of decease [or proofs of death], of the city of Versailles for the year 1822.

Monday, 11th February, 1822, three o'clock, P. M. Document of death of Cæsar Colclough, Esquire, aged 68 years, born at Wexford, in Ireland, deceased yesterday, one o'clock P. M., at his residence Rue de Vergennes, No. 6, husband of * Susannah (or Susan) Leach. C

* (Whether Dane or deceased I cannot say).

The witnesses are Messrs. Jonas Asphin, aged 50 years, Doctor of Medicine, living in Paris, Rue de la Paix, No. 22, and Nicolas Roussel, aged 66 years, gentleman, Rue de la Pompe, No. 14, who have signed with us, Assistant Mayor of Versailles, Chevelier of the Legion of Honor, delegated to perform the functions of Public Officer of the Mayoralty, after having the same read, and the decease proved by us the undersigned. D

For an exact extract, delivered the 1st July, 1863. E

The chief assistant performing the functions of Mayor,

(Signed) LEFAIRE, Assistant

(L. S.) F

We, President of the Tribunal of First Instance, sitting at Versailles, certify to be correct the signature of M. Lefaire, assistant to the Mayor of this city, placed opposite.

At Versailles, the 1st July, 1863. G

DUBOIS.

A

APPENDIX, No. 35.

Extract from Lease, 24th January, 1788.

B EBENEZER RADFORD ROWE, TO ADAM COLCLOUGH. } Lease dated 24th January, 1788, of lands of Mochorry, TO HOLD for lives of the lessee, of "*Cæsar*," *eldest son* of the said Adam Colclough, aged about *thirty years*, and of Dudley Colclough, second son of said Adam Colclough, aged about twenty-two years.

C [NOTE—The original of above lease will be produced by Mr. Irvine, Solicitor, for Mr. John Rowe. The statement in lease is "about" 30 years; but if that were strictly correct, he would not have been born until 1758, whereas he was born in 1754, according to defendant's allegation. See certificate of burial.]

APPENDIX, No. 36.

" Correspondence.

Letter from Duke of Kent to Chief Justice Caesar, dated 15th March, 1817.

" [Private]. " Brussels, 15th March, 1817.

" My Dear Sir,—I have this day received your favor of the 10th inst., and am much obliged to you for what you mention to have collected from Mr. Cavendish Bradshaw and Sir Frederick Falkner, I conclude that the former has vacated his seat, from not finding it convenient to answer another summons of the same nature to attend parliament, and perhaps from being ashamed of being compelled to vote as a courtier (for, if I mistake not, he is a groom of the bedchamber) in a line of politics diametrically the reverse of that which he had heretofore followed. As to the humbug, I own I never had a doubt of it myself, or that the measures which have been adopted were unavoidable to prevent ministers from sinking; however, if they have but the good effect of ridding the country of such a pest and firebrand as Cobbett is become, it will reconcile me for a moment to them, as I consider that fellow, from his wonderful talent in speaking to the feelings of the lower class of people, and his indefatigable industry in circulating his inflammatory publications, to be the most dangerous scoundrel of the whole. I also think that the extension of protection to the person of the Prince Regent is a highly proper measure, as well as strengthening the law for punishing every attempt to sconce our soldiers and sailors from their allegiance; but I will candidly own that in my heart I should have found a difficulty in giving my consent, had I been upon the spot, to the temporary suspension of that palladium of our liberties, the Habeas Corpus, upon the very little information afforded by the labours of the secret committee. You see I speak my mind freely, but I hope without warmth or any personal feeling. I am particularly gratified with what you tell me of the probability of the report you had heard respecting a certain understanding between a great personage and ministers being unfounded, for although I certainly have not met in that quarter what I had a right to expect, his honor and the respectability of his character I shall ever feel equally jealous for, as if he had realized all those expectations he had once led me to entertain. Tell your friend, Doctor Asplin, that whenever he wishes to present me with a copy of his Thesis, if he will only write a note to Captain Harvey to request I will appoint a time for receiving him, I shall be most ready to do so, being convinced you would not have introduced him to me had you not been perfectly sensible of his merits and respectability, that worthy gentleman appears to have acted most judiciously in a selection of a house for you, and I really do not see how you can do better than avail yourself of the offer, if, upon a comparison in point of prices here and at Boulogne, with which Dr. Asplin can, of course, furnish you, it will appear that these are the more moderate, for I apprehend your person will be as safe here as where you now are; but that, too, is a point on which your friend can obtain all the necessary information. In the autumn perhaps your

health may require a warmer climate, and if so, I apprehend the South of France offers the means of living at a much more moderate rate than these northern regions; but if it should be better in the course of the next summer, which I feel sanguine will be the case when your mind is at ease, and you find you can live comfortably within your little means, then you cannot do better than stay on, for I apprehend you can educate your children here as cheap as anywhere, and that when the court returns to the Hague, which it will do at Michaelmas, you will find living very fair here, especially if the harvest should happen to be a productive one. With every wish for your welfare and happiness, I remain, at all times,

APPENDIX, No. 36. Letter from Duke of Kent to Chief Justice Cæsar, dated 15th March, 1817.

"My dear sir, yours faithfully,

"EDWARD.

"C. COLCLOUGH, Esq., &c., &c., &c."

APPENDIX, No. 37.

"Brussels, 5th April, 1817.

Letter from Duke of Kent to Chief Justice Cæsar, dated 5th April, 1817.

"MY DEAR SIR,—I received this day your favor of the 12th inst., and perfectly concur in opinion with you that, situated as you are, it will be much more prudent for you to postpone your removal to Brussels until that period arrives when house rent and all the necessaries of life have returned to their old level, and which, if the harvest be but favourable, will be about Michaelmas, at which period the court return for a twelve month to the Hague. With regard to Captain Codd, I believe him to be a friendly, benevolent man, but I have before heard complaints similar to yours of his being a little inattentive to his correspondents; you will do, therefore, perfectly right in carrying into effect your plan of *sending your good lady over to join* with your respected friend, Mr. Host, in bringing your business to a conclusion, as from the proofs that gentleman has given you of his honor and disinterestedness, your affairs cannot be in safer hands, in the meanwhile the less expense you put yourselves to in moving, and the more economical you can live, undoubtedly the better, and to do this, I would strongly suggest your keeping as far off as possible from the haunts of the English, as I am assured you will live yourself 200 per cent. cheaper in any corner to which they have not had access. *With best wishes to your family*, and every sentiment of friendly regard to yourself, I remain, at all times,

"My dear sir, yours faithfully,

"EDWARD.

"C. COLCLOUGH, Esq., &c. &c. &c."

APPENDIX, No. 38.

A

"Lodge, Sept. 22nd 1807.

Letter from Lady Wentworth to Mrs. Susan Colclough, wife of Chief Justice.

"DEAR MRS. COLCLOUGH—Many engagements, and very ill health, interspersed with a journey to Windsor, has hitherto prevented my writing to you, B but you have always been in my thoughts, and my anxiety to hear of you being well over your expected confinement is very sincere. I hope the Chief Justice won't delay in giving us the earliest intelligence, notwithstanding we are such tardy correspondents, for neither of you have more faithful or more affectionate friends; nothing but fogs and unpleasant wreather has been our summer allotment; the packet has been many days delayed, because she cannot see her way out. I shall enclose a C letter sent us by the last mail, and I wish it may contain interesting intelligence to you both. We are in much uncertainty relative to an American war. I scarcely think they will engage in one, they are so sensible a people, and have much to lose, and nothing to gain, by hostile measures. People in general seem undecided in their opinions, and scarce know what to think; much depends on what measures are pursued in England. I trust too much condescension may D not be held out; if it is, vast advantages will be taken of it in the southern states. There is great acquisition arrived in Halifax to your society in Prince Edward's Island, where the family mean to go directly—its a Mrs. Calbeck, sister to Sir Isaac Coffin, and two fine young women, her daughters. I lament being in the country, and the weather so rainy that it has deprived me of the pleasure of having them out here. I told Mrs. Calbeck how happy she would be in your society and E you in hers. The Chief Justice will be charmed with Mrs. Calbeck. Very few women have such excellent understanding, she is remarked for it wherever she goes. The rest of her family she left in England. She talks of returning here for the winter, I wish she may, as I believe it will be a cheerful one; the town is full to a degree. Many of the nobility and a number younger sons of noblemen, and more people of consequence than I ever saw in the garrison before. F There was a great ball and supper last night at Free Mason's Hall, given by the navy. I was too unwell to attend to it; but I understand it was very elegant. There is to be another on Monday, given by Sir A. Cochrane, and so it goes on, war or no war. I wish you and yours could come to us for the winter; I am afraid if you have a little pet where you are you wont mind Halifax nor its inhabitants, they are all in the dumps at Major Bowyer; Miss Bowyer has married G a delightful young man, a captain in the 98th, and the regiment is just ordered to Canada. Its hard, as they had taken a house near her brothers, and expected much comfort. Samuel was delighted that you had found your dog, he made a great many inquiries to no purpose. Can I be of any possible use to you in any way? if I can, believe me nothing would afford me more pleasure. Some hints are among us that General Des Barres has lost favor in England; but I don't know at H all on what account. I suppose General Fanning is with you by this time; pray

make my regards to the Chief Justice; Sir John intends writing to him by this opportunity. My little pets are all well; I name them to you, because you were always so good as to notice them. Adieu, my dear Mrs. Colclough.

APPENDIX, No 38.

Letter from Lady Wentworth to Mrs. Susan Colclough.

"Believe me, very sincerely your affectionate,

"M. Wentworth."

APPENDIX, No 39.

APPENDIX, No. 39.

"Thursday, Oct. 9.

"Dear Mr. C.—The letter I received from you yesterday has given me great concern, particularly as I think, from its contents, you may possibly have sailed before this reaches Halifax, and, I fear, exposed to very unpleasant difficulties. I am grieved to think on all those you have suffered, and do sincerely wish I could have been so fortunate as to have prevented some of them at least. Should you be still in England, I do beg you will let me know what I can do to serve you, and be assured it will make me happy. I have not ceased to my earnest wish to such of my friends as I should hope might interfere with effect in your favour, but I have never been very successful in my applications; I hardly hope to be so now, further than preventing any disagreeable consequences from your not having sailed, which I should suppose I may be able to accomplish, but in truth I cannot be sure even of that. You will have heard how very ill Lord P. has been, he is now once more a little better, but in a state of weakness that is most alarming, and which makes it quite impossible for me to mention any subject that would distress or agitate him, this deprives me of the help of his judgment, and I am much too diffident of my own to venture to advise you; when so much is at stake, I cannot help thinking it particularly hard that you should be sent to so distant a part of the world; for one, I never could consider your appointment to the office as an advantage. I forgot to tell you in my last that a friend of mine spoke to Lord Selkirk to know whether (in case you wished it) he would grant you some lands in the island. He said he should do so with the greatest pleasure. I am so ignorant as not to know whether it would be desirable for you, but it cannot hurt you to have the refusal of some. I hope you will excuse this hasty, and, I fear, unintelligible letter, except as to yourself. I have scarcely walked alone since I saw you, and my mind is so totally engaged by one object, that I cannot express myself on any other. I hope, however, you will understand my real anxiety for your comfort and happiness, and be good *enough to mention me to Mrs. Colclough, so as to impress her with the same.*

Letter from Lady Ponsonby to Chief Justice Cæsar, not dated.

"I am, dear Mr. C., your truly affectionate,

"L. Ponsonby.

"[Endorsed],

"Cæsar Colclough, Esq., &c., &c., &c.,

"Halifax, Nova Scotia."

APPENDIX, No. 40.

A

" September 4.

Letter from Lady Ponsonby to Chief Justice Cæsar, dated September 4, 1806.

"Dear Mr. Colclough,—I am most willing to accept of your friendship and kindness, but must disclaim all title to gratitude, as certainly I have never had the good fortune to do you the most trifling service. I think it quite B impossible Mr. Wyndham should refuse your very reasonable request, but one must not judge Ministers as common men, they seem in general to lose most of their good feeling, but in some individuals I have doubts whether these feeling ever found any room.

"I shall be anxious to know the result of your application when C you are to set out. I am sure it will give you real pleasure to hear L. P. has gained ground daily since Sunday, and the physicians think much more favourably of him now than they have done for many weeks past. I have no doubt of Mrs. C.'s deserving every kindness and attention from you and your friends, and shall have particular pleasure in being of any service to her on her return home, which I hope is not likely to be so distant as you seem to apprehend. Do you wish to have the D letters of Governor Wentworth sent directly to him or first to you, let me know, and also whether you desire they should serve as an introduction to him and Lady Wentworth.

"I have applied for the protection for John Thorpe, and expect it from the admiralty every minute. With every possible wish for your happiness, E

"I am, dear Mr. Colclough, your very sincerely affectionate.

"L. Ponsonby.

"Lord Hardwick has just been here; the protection cannot be given F without a particular description of the man's size, figure, and age, &c. Shall you have time to send it.

"[Endorsed.]

"London, September fourth, 1806.

"Cæsar Colclough, Esq., G

"Bishopsgate, Egham.

"Free George Ponsonby."

APPENDIX, No. 41.

Letter from Lady Ponsonby to Chief Justice Caesar, dated 2nd March, 1807.

"Dublin, March the 2nd, 1807.

"Dear Mr. Colclough,—Your letter of the 24th of January reached me last night; be assured it caused no sensation in my mind, but satisfaction. To revive or renew my regrets is impossible, they must last as long as I do, and though fully sensible of the necessity of submitting, with resignation, to the decrees of Providence, I hope it is not wrong to indulge them, if at the same time struggle to the utmost not to allow them to interfere with my remaining duties. I am fully sensible how much I owe to his children and his friends, and that in trying to be of use to them, I discharge the most earnest wish of his benevolent heart; knowing this, I feel all declarations of anxiety to serve you is quite superfluous. You saw how bitterly he lamented his inability to do so before you left England, and that regret continued as long as he was sensible to anything; under these circumstances you cannot wish for assurances from me, and as for John, I can only say that his eagerness is, if possible, greater than even his dear father's on this subject, so that you have only to wish we may, among us, have the power of being of use to you. I will hope you will return under happier circumstances; but in no case can you apprehend *Mrs. C.'s being neglected or unattended to while I or any of my children survive; and although I know how highly she was thought of by the friend she has lost*, and unfortunately is not personally known to those that remain, I trust she will meet with every attention that her situation may call for, or that we can bestow. At my age I have no right to look forward for many years of life, but my wishes (which I have repeatedly mentioned in the strongest terms) will, I am sure, be considered as sacred by all my children, particularly as they are well acquainted with their father's, when I tell you they are all like him in disposition, you will have no doubts as to their conduct. I have been in Dublin a month, meaning every day to go to Bishopscourt, but have not had courage to do so; however, it must be done soon, and I hope when that struggle is over, to feel more calm. I know it will please you to hear that the fatigue and misery I have suffered have not injured my health. I wish I could think I had acted as you say I did, and that I had alleviated the misery of that long and dreadful illness; but I feel as if I had neglected a thousand things, but might have contributed to his comfort, though God knows how anxiously I wished the reverse; but there is no use now in these reflections. I hope this will reach Halifax before you set out for your island, I shall send it to Mr. Wentworth, and enclose to his father, as the surest method of finding you, and I shall depend on hearing from you direct, under cover to Lord Harwick, at the Foreign Office, *and pray mention Mrs. C. particularly; she has, I conclude, by this time added to your family; I hope the addition will prove a source of future comfort to you both.* I think you have had a letter from Mary long since; I know she intended to write to you, and I believe she did sometime in December. You may guess how much I regret being separated from her, but nevertheless I shall in future spend most of my time at Bishopscourt; it was his wish, and must, of course, be mine.

"I am, always, your truly affectionate friend, "L. Ponsonby."

APPENDIX, No. 42.

A

" Sunday night.

Letter from Lady Ponsonby to Chief Justice Cæsar, not dated.

" I have this moment received your letter, and shall send my B answer as you direct, without losing a moment. I did not get the protection from Lord Harwick till Friday, as I feared you had left Bishopsgate. I was afraid to send it by post that night; and being most anxious for its reaching you, I sent Mr. Daly to Mr. Windham's office to inquire the safest method of conveying it. Mr. Daly saw Mr. Lewis, who told him you had set out for Falmouth, and had left directions with him to forward any letter or parcel that might come for you; this C being the case, Bowes got a frank from Sir G. S., and Mr. Lewis engaged to send the letter to Falmouth, in which the protection was enclosed, and answered for its going safe to you. From your letter just received, I think it possible you may not go for some days, and I am afraid this paper will be lost. I am sure I can get another from Lord H. if it should happen so. I can hardly think Mr. W. will take advantage of what has occurred, but it is hard to say what may be done, D and he had not appeared inclined to favor you. I shall depend on a line from you to let me know; should you stay a few days longer in this part of the world, I do hope you will come to see Lord P. I don't, by any means, wish you to take leave of him, as it would affect him very much; but he need not know you are not likely to see him again before you go. I think it will be a satisfaction to you to see how much ground he has gained, and I know it will be a great pleasure to him; he has E unfortunately got a little cold, which has brought on a troublesome cough, but in material points the physicians say he is essentially better. God grant they may not be mistaken; as I feel as if I should see you again I will not take leave of you now. *I beg my compliments to Mrs C.*

" And am, dear Mr. C., your truly affectionate, F

" L. Ponsonby."

APPENDIX, No. 43.

A Examination of Mrs. Sarah M'Carty Butler, taken by Commission pursuant to Order, at No. 68 Connaught Terrace, Hyde Park, London, On 28th July, 1863.

B IN THE COURT OF EXCHEQUER, IRELAND.

Between PATRICK SARSFIELD COLCLOUGH, FELIX FITZPATRICK, MICHAEL MURPHY, and CHARLES C HENRY JAMES,

Plaintiffs;

JOHN THOMAS ROSSBOROUGH COLCLOUGH and MARY GREY WENTWORTH ROSSBOROUGH COLCLOUGH,

Defendants.

D represents the plaintiff.

Depositions on behalf of the said defendants taken by me, the undersigned Berkeley William King, pursuant to the Special Commission, bearing test the 6th day of July, 1863, to me directed, and hereunto annexed.

On the 28th day of July, 1863, Mr. Baptist Kernaghan appears as attorney for the said defendants. Mr. Alsop (from Messrs. Eyre and Lawson)

Mrs. Sarah M'Carty Butler, of 68 Connaught Terrace, Edgeware Road, in the county of Middlesex, widow, having been produced as a witness on the part of the said defendants, and having been duly sworn and examined before me at E No. 68 Connaught Terrace aforesaid, on the 28th day of July, 1863, deposes as follows:—

Examined by Mr. Kernaghan.—Is your name Sarah M'Carty Butler? Yes.

What was your maiden name?—Colclough. I was the eldest child of F Henry Colclough, of Mount Sion, in the county of Carlow.

Were you any relative of the late Mr. Cæsar Colclough, of Tintern Abbey?—Yes.

What was the degree of relationship?—I cannot tell, but suppose we were third cousins, or thereabouts.

Did you know the late Sarsfield Colclough?—Yes, intimately.

G And Dudley Colclough?—Yes, but not so intimately.

Had they any other brother?—Yes, Cæsar; he was the head of the family.

What was the name of their father?—Adam.

APPENDIX, No. 43.

Depositions of Mrs. Sarah M'Carty Butler

According to the reputation of the family, what was the name of the lady to whom Adam Colclough was married ?—Miss Byrne, of Cabinteely. A

What was the profession of the Cæsar Colclough to whom you have referred ?—He was a lawyer.

Had Cæsar the lawyer any children ?—Yes.

Are any of them living ?—There were two.

Do you know the name of his eldest surviving child ?—The eldest child of the Chief Justice was Louisa, who is dead. He left another child ; her name is Mary. B

Is she living ?—Yes.

Is she married or single ?—She is married to Thomas Rossborough.

Did you know her mother ?—Yes.

What was her name ?—I do not recollect her name, but I knew her very intimately. C

Where did you know her ?—In Carlow and in Dublin.

Did you know her as the wife or widow of Chief Justice Cæsar Colclough ?—He was dead when I knew her.

According to the reputation of the Colclough family who is the heiress at law of Chief Justice Cæsar Colclough ?—Mary, to whom I have referred. D

According to the reputation of the Colclough family, who is the heiress at law of Cæsar Colclough, of Tintern Abbey ?—The same Mary.

And according to the reputation of the Colclough family, who is the heir or heiress at law of Adam Colclough ?—The same Mary, undoubtedly.

Was the mother of the same Mary received by the Colclough family as the lawful wife of Chief Justice Cæsar Colclough ?—She was, and was highly respected by them. E

Cross examined.

Cross examined by Mr. Alsop. How long have you been residing in London ?—Since the 15th of May in last year.

Have you been residing in this house all that time ?—Yes, with Mr. Rodwell.

Did you know Mr. Rodwell before ?—Yes ; my daughter lodged here before, and I was here in 1858 for a couple of months. F

Do you know is Mr. Rodwell the London agent of Mr. Kernaghan ?—Yes.

How long have you known Mr. Kernaghan ?—One way or another, more than twenty years.

How often have you seen the Chief Justice Cæsar Colclough ?—I never saw him since I was a child, but I have seen him at my grandfather's and at my aunt's. G

How many times do you think you saw that Cæsar Colclough altogether ?—I cannot say.

Can you remember how old you were when you last saw him ?—I cannot remember anything in the world about it.

You said that this Cæsar Colclough was the head of the family—how do you know that ?—I know that he was always treated as the eldest brother of the Duffrey Hall family. H

You have said that the name of their father was Adam ; did you ever see him ?—No, never.

A How do you know the father's name was Adam ?—From always having heard it in the family ; from the members of my own family, from my grandmother and my aunt, who were personally acquainted with him.

Do you know whether Cæsar the Chief Justice was ever married ?—Yes, I have heard it from all parts of my family.

Do you know when he got married ?—I do not.

B Do you know where ?—In London.

Do you know where in London ?—I do not.

How do you know it was in London ?—Because I have heard the family say so.

What members of the family are you now alluding to ?—To my own family ; to my cousins, and to the members of Patrick Colclough's family.

C What members of Patrick Colclough's family ?—I cannot tell which, but it was a common conversation amongst us.

Is that your only foundation for saying that the Chief Justice was married ?—Yes.

Do you know how many years he was alleged to have been married before his death ?—I do not.

D Do you know when he died ?—He died in France, but I do not know when.

Are you now intimate with the family of Patrick Sarsfield Colclough ?—Not at all.

How many years have elapsed since you ceased to be intimate with that family ?—About ten.

E How do you know that Cæsar, the Chief Justice, had any children ?—By hearsay, from every branch of the family.

Can you name those from whom you heard it ?—From the Duffrey Hall family, and from the family of Pat Colclough, of Anneville.

And you heard it said that he, Cæsar, had two children ?—I heard it said for years.

F Were you acquainted with the wife of the Chief Justice before her marriage ?—I did not know her until after his death ; she was an Englishwoman, I think.

Did you know this lady personally ?—Certainly. I have met her in Carlow and in Dublin, in her own lodgings in Baggot-street.

Do you remember when the Chief Justice was appointed Chief Justice of

G Prince Edward's Island ?—I do not ; I merely heard it from other people.

Do you know that he lived in London some time before he got his appointment ?—I understood so.

Did you ever hear that he had formed connexion with various women in London ?—Never. I never heard a suspicion of the sort.

Did you ever hear of a person called Susan Leach ?—Yes.

H Did you know her in any way whatever ?—Yes.

In what way ?—I knew her as Mrs. Rossborough Colclough's mother.

Was that all you knew of Susan Leach ?—I knew her in Carlow and in Dublin. I did not know her afterwards, as I was in the country.

Was she at that time living with the Chief Justice ?—No, he was dead. I never knew her but as a widow.

How many years is it since you so knew her ?—I think I knew her in Dublin in 1830.

Is Susan Leach dead ?—Yes, she has been dead some years. Susan Leach was the lady I referred to as the Chief Justices widow.

Did Mrs. Cæsar Colclough accompany the Chief Justice to Prince Edward's Island ?—Certainly.

Did the Chief Justice ever return to England ?—I believe not, but do not know.

Are you intimate with the county of Wexford Colclough's ?—Yes.

Have you ever visited them or they you ?—Oh yes.

I suppose you have been asked several times about the evidence you should give in this matter ?—Not several times, but of course I have been asked about it. I told Mr. Rodwell about it the other day.

Did Mr. Rodwell tell you what questions you would be asked ?—He read the questions out to me that I would be asked.

Were they in writing ?—Yes.

Did he give you a copy ?—No.

How often have they been read over to you ?—Never but once.

Are you in any way interested in the result of this trial ?—Not to the extent of a farthing, except that I hope Mrs. Rossborough Colclough may succeed.

By consent, Mrs. Butler was further examined by Mr. Kernaghan.

What was your father's name ?—Henry.

Did you ever see him write ?—Indeed I did,

(Mr. Kernaghan produces a manuscript book to the witness)—In whose handwriting is that book ?—It is entirely in my father's handwriting. (The book is marked A, and identified by the Commissioner's signature.)

SARAH M'CARTY BUTLER.

Taken on the day and at the place aforesaid, and the examination of the said Sarah M'Carty Butler, pursuant to the annexed commission closed by me.

BERKELEY WM. KING, *Commissioner.*

Compared with original transcript,
FREDC. G. SAUNDERS, Solicitor,
Dublin.

Recd. August 2nd, 1863.
A. F. CATHREW.

A

APPENDIX, No. 44.

EXHIBIT A, referred to in annexed Deposition of Mrs. Butler.

B Extract from Diary of Henry Colclough, Esq., of Mount Sion, Co. Carlow.

Wednesday, 3rd.—Got into a diligence at half-past six, quite in the English style, only for the rope harness; none other used in France. Was drove very fast and well; got to Boulogne before eleven, the day very hot. From Mount
C Truel to Boulogne a very uninteresting poor country; there are as many English as French here. *I met two Cæsar Colcloughs*, Maxwell, Moor, late of the Cavan. Danvers Butler and Cavendish Bradshaw, with many others, have a neat small house, consisting of kitchen, parlour, and two bedrooms, very neatly fitted up, for which we pay 70 francs a month. I was very sleepy, and went to bed at nine.

D Thursday, 4th.—Dreadfully hot; passed all my morning with the two Colcloughs; *the Counsellor not very much altered. We knew each other directly, though we had not met for more than fourteen years. Mrs. C. was given over the day before with spasms in her stomach, but is this day out of danger*; the other Cæsar is brother to Mrs. Brennan; he was some years back a Captain in the 13th, but has lost the use of his limbs from the hips down. He was very civil to me, and I am
E to dine with him to-morrow; he has also asked Oliver and Fitz. I was in bed at eleven; sat the evening with Captain Colclough; drank King Georges health, being his birth day . . . . . .

Saturday, 6th.—Same hot weather; *Cæsar's wife very ill* last night. *He has two very fine little girls, eight and nine years old, very like the family; the eldest*
F *has a very strong resemblance to George Butler*. . . . . .

Sunday, 7th.—Continuation of fine hot weather; *Cæsar's wife much better;* wrote to Rev. Butler to London. *Spent the day with the two Colcloughs;* dined alone at our lodgings; was in bed at eleven.

G Monday, 8th.—We dined at our lodgings, *and in the evening I walked with Mrs. Colclough to a* . . . . . or dance of all the genteel people in town. On entrance you pay ten pence; the French and English dance promiscuously, and seem on the best terms. It was attended by all the English, some of them of the first fashion; was in bed at 12. . . . . .

H Friday, 12th.—*Was introduced to Mrs. Cæsar Colclough for the first time. She is a very pleasant pretty fat little woman, chatty and agreeable, and was very polite to me.* I walked the ramparts and the town for two hours with the Colcloughs; am to dine with the Captain to-morrow, with a large party. . . . . .

Wednesday, 17th.—Day very hot; had a letter from Henry, with one from Molloy enclosed, long-wished for. *Counsellor C——h calls on us every morning; his wife better; he is going to live in Paris.* . . . . . A

Thursday, 18th.—A fine soft day. Its now one month and two days since we had a drop of rain, which has been much wanted. *Am to dine with the Counsellor en famile; spent a very pleasant day; Mrs. C. a most agreeable woman, and quite the manners of a gentlewoman. He is outrageous with his brothers, who have used him most shamefully, as he tells me.* Got home at nine, and was in bed by twelve. B

Friday, 19th.—Rained very hard all night, but is now a fine soft warm day. *Sat an hour with Mrs. C.*; walked the town, and was at the billiard table. Dined alone with my own party, and was in bed by eleven; it rained all the evening. C

Saturday, 20th.—A very warm day; rain all gone. Seen a man this day that had a most extraordinary command of countenance, which he exhibited to great advantage. *Sat at Cæsar's for two hours; am to dine at Counsellor Colclough's to-morrow.* We dined alone, and sat smoking until eleven. D

Sunday, 21st.—Hot weather returned; was too late for church. *Dined with Cæsar;* Mr. Minchin and Dr. Courtney were of the party. *Mrs. C. is one of the most attentive women to a husband I ever seen; consults his very looks. Got home by ten, and was in bed at eleven.* E

Monday, 29th.—Very hot; a most changeable climate. Had a letter from my dear wife. *Walked all day with the Judge and Mrs. Colclough.* Heard of Sir Ulyses Borroghs return, and the death of Kavanagh, Dined alone, and went to bed at 12; never slept a wink, and got up very ill. F

Tuesday, 30th.—Very hot day; answered my wife's letter, and put it into the post. *Dined with Cæsar,* was home by ten, and was in bed by eleven.

Thursday, July 2nd. . . . . *Sat with Mrs. Colclough for an hour;* dined at home, and went to the ball at eight, with Mr. and Mrs. Minchin. G

APPENDIX, No. 45.

Extract from Answer sworn by Cæsar Colclough, of Tintern Abbey, in cause of Bagnal Colclough *v.* Cæsar Colclough, filed 2nd December, 1833.

IN THE CHANCERY IN IRELAND.

THE ANSWER of Cæsar Colclough, of Tintern Abbey, in the County of Wexford, Esq., to the Bill of Complaint of Bagnal Colclough, Frances, his wife, and other complainants.

This defendant, saving and reserving to himself, now and at all times hereafter, all and all manner of advantage and benefit of exception which can or may be had or taken to the many uncertainties and many insufficiencies in said complainant's bill of complaint contained, for answer thereto, or unto so much thereof as this defendant is advised is material or necessary for him to make answer unto, answering, saith, he believes it to be true that the late Frances Muschamp Johnston was entitled to some personal property, and believes amongst others, as in will stated, to certain claims, not on Defendant, nor upon any estates of defendant's, but to charges and incumbrances affecting the estate of the late Adam Colclough, the brother of said Frances Muschamp Johnston, *and on his decease, then affecting the estate of the late Cæsar Colclough, late Lord Chief Justice of Newfoundland, and the Rev. Dudley Colclough, Clerk, both since deceased, the sons of said Adam Colclough.*

This defendant further answering, saith he beleives it may be, or is true, that said complainant Frances, became and was entitled, as in bill mentioned, to the residuary property (if any) of said testatrix, and to the charge of £600 affecting the estate, not of defendant (whose name appears by bill to be designedly confounded with that of his *distant cousin* and namesake) *but of the late Cæsar Colclough, of Duffrey Hall, and who was Chief Justice of Newfoundland.*

CÆSAR COLCLOUGH. { Sworn by the Defendant, Cæsar Colclough, in my Office, in Southampton Buildings, in the County of Middlesex, this 5th day of November, 1833, before me,

BRENAN CLERK,
JAMES CHARLES MARTIN,
Solicitors for Defendant.

WILLIAM KING, one of the Extraordinary Commissioners of the Court of Chancery in Ireland for the London district.

Entered 2nd December, 1833,

CHARLES O'KEEFFE, *Registrar*
F. G. WOGAN, *Deputy Keeper of the Rolls.*

APPENDIX, No. 46.

The examination of Mrs. ANNE BROWN, taken before me at No. 2, Royal Terrace, Kingstown, in the county of Dublin, *viva voce*, on oath pursuant to the Order of the 7th day of July, 1863, in the presence of Mr. LAURENCE MOONEY, Attorney for the Plaintiffs, and Mr. RYAN as Counsel; and Mr. BAPTIST KERNAGHAN, as Attorney for the Defendants.

Taken this 29th day of February, 1864,

R. HITCHCOCK.

What is your christian name ?—Anne.

Are you the daughter of the late Mr. Sarsfield Colclough ?—Yes.

Do you know as a member of the Colclough family the name of your grandfather, the father of Sarsfield Colclough ?—Yes; Adam.

How many sons besides Sarsfield had Adam ?—I cannot tell.

What is the name of Adam's eldest son ?—Cæsar.

Do you remember the names of any of Adam's sons except Cæsar and your father ?—My uncle Dudley.

Was Dudley older or younger than your father Sarsfield ?—He was six years older I think.

Is Cæsar your uncle living or dead ?—I believe he is dead.

Did Cæsar leave any family ?—Two daughters.

What were their names ?—Louisa and Mary.

Is Louisa living or dead ?—Dead.

Is Mary living or dead ?—Living.

What is Mary's present name ?—Rossborough Colclough.

Did Dudley leave any family ?—He did; three sons and a daughter.

Could you name Dudley's sons ?—Yes; Cæsar, Agmond, and Luke.

Is Cæsar, son of Dudley living or dead ?—Dead; they are all dead.

Did Cæsar, Dudley's son leave any family ?—He was not married.

Did Agmondisham, the son of Dudley leave any family ?—Yes; a son and a daughter; his son died shortly after his birth.

Was the daughter of Dudley ever married ?—No.

Had Luke any family ?—No.

What was the name of the son of Agmond ?—I cannot tell.

Do you remember Mary, the daughter of Dudley ?—Yes, very well.

How long is she dead ?—I cannot say exactly; I believe near twenty years.

Do you remember the name of your uncle, Cæsars wife ?—Susan.

Do you remember what was her name before her marriage ?—I think Leach.

Was she the mother of Mary Rossborough Colclough ?—Yes sir.

Is there any member of the Colclough family of the name of Jackson ?—Not that I remember; Mrs. Agmond Colclough was a Miss Jackson. A

Did Mrs. Agmond Colclough leave any child ?—She is still living.

Had she any child ?—She had one child by Agmond; there is one child at present living, a daughter of Agmond's.

What is her name ?—Matilda.

Is she the only living child of Agmond's ?—The only one. B

How old are you Mrs. Browne ?—I think I shall be seventy-two in May next.

The witness was then cross-examined by Mr. Mooney on behalf of the plaintiff's, as follows :—

Did you ever see Cæsar Colclough ?—My uncle; I did. C

Where did you see him ?—In the county Kildare, at a place called Salisbury.

How often did you see him ?—He had been staying in the house at my father's.

When did you last see him ?—Indeed I cannot tell, it is so many years ago. D

Under what circumstances did he leave the country ? (Mr. Ryan objects to this question). I could not say, as I was too young at the time to remember.

Did you ever hear that he ran away with a lady ? (Question objected to). I never did.

Was he married to Susan Leach when you saw him last ?—Oh no. E

When did you hear Cæsar was married ?—My father went over to see him before he left for America, and I always heard he was married at that time.

Did you ever hear any doubt thrown upon it that he was married ?—Until lately, I did not.

Did you ever hear that Dudley expressed doubts about it ?—I believe I heard that Dudley did, but I am sure my father would not have introduced her as Mrs. Cæsar into his family, or brought her home if he thought it was not all right. F

Are you certain that you heard that Dudley expressed doubts about it ?—I am certain I heard Dudley did, but my father never did.

Did you hear of your father having had a correspondence with Mrs. Rossborough before she was married ?—I don't know that, I cannot answer, because I was not with them. G

Try and recollect if you can remember a letter of your father's that gave Mrs. Rossborough great annoyance ?—I cannot tell.

Do you recollect a coolness between your father and Mrs. Rossborough before she was married ?—I really do not. H

Did you ever hear of any dispute between Cæsar and Dudley about any property ?—Never.

Re-examined by Mr. RYAN.

You say you never heard of any doubts as to your uncle Cæsar's marriage until lately; was that before or after the death of Cæsar Colclough of Tintern?—It was before the death of Cæsar of Tintern. Witness states—I wish to correct an answer which I previously gave. You asked me if I heard a doubt that my uncle Cæsar was married. I have not a doubt that they were married. I heard that they might have lived together before they were married. I cannot say from whom I heard it. It was a mere rumour. It was spoken of in the family.

APPENDIX, No. 47.

Examination of Lady WOOD, taken by Commission pursuant to Order, at No. 48 Eagle Terrace, Saint Heliers, Jersey, 29th February, 1864.

IN THE COURT OF EXCHEQUER, IRELAND.

Between Patrick Sarsfield Colclough, Felix Fitzpatrick, Michael Murphy, and Charles Henry James,

Plaintiffs;

John Thomas Rosborough Colclough, and Mary Grey Wentworth Rosborough Colclough,

Defendants.

Depositions on behalf of the said defendants taken by me the undersigned Edward Flower, pursuant to the Special Commission, bearing teste the twenty-third day of February, one thousand eight hundred and sixty-four, to me directed and hereunto annexed, on Monday, the twenty-ninth day of February, one thousand eight hundred and sixty-four, Mr. Grantham Robert Dodd appears as attorney for the said defendant; Mr. George Edward Evans, of Saint Heliers, solicitor, represents the plaintiff. Louisa A. Lady Wood, of No. Forty-eight Eagle Terrace, St. Heliers, in the Island of Jersey, widow, having been produced as a witness on the part of the said defendants, and having been duly sworn and examined before me at No. Forty-eight Eagle Terrace aforesaid, on the twenty-ninth day of February, one thousand eight hundred and sixty-four, deposes as follows:—

Examined by Mr. DODD—

What is your name?—Louisa Augusta Wood, widow of the late Commissary General, Sir Gabriel Wood, Knight, and commonly called Lady Wood.

What is your age?—I shall be seventy-eight next October.

I believe you knew the late Chief Justice Cæsar Colclough ?—I did. A

Can you tell me in what year you became acquainted with him—I first saw him in London in one thousand eight hundred and six.

Can you say by whom you were introduced to him ?—I cannot say ; he called upon myself and my father.

When did you first become acquainted with Mrs. Colclough ?—At the same time, in one thousand eight hundred and six ; he introduced her to me B as Mrs. Colclough, this was just before they left for Prince Edward's Island ; in the following year one thousand eight hundred and seven I met them again in Prince Edward's Island.

Did you prior to their leaving meet them in society ?—I did not ; they were just going abroad.

Are you aware whether they had any children before they left ?— C They had no children then, nor had they any children when I met them in Prince Edward's Island in the following year.

Do you remember any children being afterwards born to them ?—I remember one daughter born in one thousand eight hundred and nine, and another daughter born to them in one thousand eight hundred and eleven, named Mary Grey Wentworth Colclough ; she is one of the defendants in this cause.

Did you know the Chief Justice and his wife intimately in Prince D Edward's Island ?—I did.

Did you frequently meet them in society there ?—I did.

What was the kind of society in which the Chief Justice Colclough and his wife mixed in Prince Edward's Island ?—They were received at Government House, the residence of the Governor of the colony, where I have met them, and they were received and visited by all the respectable members of the com- E munity.

Were they, as far as you know, all received as husband and wife ?—They were always received as man and wife.

Did you ever hear any hint to the contrary, viz., that they were not married ?—I never did.

What was Mrs. Colclough's name ?—Susan. F

How was the Chief Justice accustomed to address her ?—As Susan, or Mrs. Colclough.

Were the Chief Justice and Mrs. Colclough generally respected ?—They were much respected and esteemed in the island.

Do you remember the daughter, Mary Grey Wentworth Colclough, being christened ?—Yes.

Do you remember who were the sponsors ?—I was present at her G christening in one thousand eight hundred and eleven, and at the request of her father, the Chief Justice, I stood proxy for the Countess Grey, the godmother.

Did you afterwards meet them elsewhere than in Prince Edward's Island ?—I next met them in one thousand eight hundred and thirteen, in St. H John's, Newfoundland, where Chief Justice Colclough filled the same situation as he did in Prince Edward's Island.

A How long were you in Newfoundland ?—Three weeks, during which time my father, myself, and my sister were the guests of Chief Justice and Mrs. Colclough.

In what sort of society did they mix in Newfoundland ?—It was the depth of winter when I was there, but I know they visited the family of General Moore, the Commander of the Forces. I dined with them there. They also B visited Colonel Darling's family, and other respectable resident families.

Cross-examined by Mr. EVANS on the part of the Plaintiff.

Had the Chief Justice and Mrs. Colclough any children except the two whom you have mentioned ?—They had not.

C When did you last see those children, or either of them ?—I never saw Louisa Colclough (the daughter who died) after I left Newfoundland. I last saw Mary Grey Wentworth Colclough about three or four years since in Ireland, viz.:—At Tintern Abbey and New Park near Dublin.

What were the ages of the daughters when you last saw them at Newfoundland ?—They were then of the respective ages of two and four years or D thereabouts.

Can you identify and do you know Mrs. Rosborough Colclough as Mary Grey Wentworth Colclough, the reputed child of Chief Justice Cæsar Colclough ?—I can identify her as such.

When did you last see Chief Justice Colclough ?—I last saw him in London, in one thousand eight hundred and fifteen. He then went to France E and did not return.

When you so met him in London whence had he come ?—From Newfoundland.

Do you know whether Mrs Colclough his reputed wife and the two children accompanied him upon that occasion ?—They did not.

Do you know the cause of the Chief Justice coming home and F leaving Mrs. Colclough and the children behind him ?—The climate did not agree with him, but he came home for the purpose of obtaining if possible an increase of his salary, so I understood.

What might be the age of the Chief Justice when you first knew him ?—He appeared to me to be between fifty and sixty, but I have no positive knowledge of his age.

G What was the general state of his health ?—Pretty good at Prince Edward's Island.

Was there much disparity between the age of the Chief Justice and that of Mrs. Colclough ?—There was I think a considerable difference. She appeared much younger.

Do you know when Mrs. Colclough and her children returned ?—I think they came home in one thousand eight hundred and sixteen, and that they H then went to France.

Re-examined by Mr. DODD on the part of the Defendants. A

Do you remember the birth of Mary Grey Wentworth Colclough ?—I do. Examined by myself as commissioner.

Can you remember who were sponsors for the other daughter Louisa at her christening ?—At the request of Chief Justice and Mrs. Colclough I stood proxy at her christening for her godmother, Lady Ponsonby, after whom she was named Louisa Ponsonby. B

LOUISA A. WOOD.
EDWARD FOWLER,
Commissioner.

Received 4th March, 1864.
R. HITCHCOCK. C

Compared and saw signed July 2, 1864,
F. G. SAUNDERS, Solicitor, Dublin.

2760 1